



County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://cao.co.la.ca.us>

DAVID E. JANSSEN
Chief Administrative Officer

June 13, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

Dear Supervisors:

**CONSENT TO CONVEY A PORTION OF COUNTY-OWNED PARK
REAL PROPERTY TO THE CITY OF LA MIRADA FOR PARK PURPOSES
LA MIRADA REGIONAL PARK, LA MIRADA
(FOURTH DISTRICT) (4-VOTES)**

**JOINT RECOMMENDATION WITH THE DEPARTMENT OF PARKS AND
RECREATION THAT YOUR BOARD:**

1. Find that an 18-acre portion of the County of Los Angeles (County) owned park real property commonly known as La Mirada Regional Park (Park), legally described in Exhibit A, to the Real Property Conveyance Agreement (Attachment A) is not required for County use.
2. Certify that the Board, as a responsible agency under the California Environmental Quality Act (CEQA), has independently considered and reached its own conclusions regarding the environmental effects of the proposed project (as described below) and the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program (Attachment B) adopted by the City of La Mirada (City), as lead agency; determine that the documents adequately address the environmental impacts of the proposed project; find that your Board has complied with the requirements of CEQA with respect to the process for a responsible agency and adopt by reference the City's Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program.
3. Approve and instruct the Mayor of the Board to sign, upon presentation and subsequent to the documents being approved as to form by County Counsel, the Real Property Conveyance Agreement (Agreement) in a format similar to Attachment A and the Quitclaim Deed.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to grant a request by the City to convey title to a portion of the Park consisting of approximately 18 acres to accommodate the construction of the City's new Aquatic Center. The proposed conveyance is authorized by Section 25365 of the California Government Code, which allows for real property conveyances to other governmental agencies if the real property is not required for County use.

The subject Park is not required for County use because the use, as established by the County (i.e., park or recreational purposes), will not change and exclusive County control is not required to insure that the established use will be maintained. The proposed Aquatic Center will not only continue but expand and enhance the Park services and uses currently offered to residents. Moreover, the City has agreed to maintain the real property for park or recreational purposes in perpetuity.

The City's new Aquatic Center will be open and available to residents of incorporated and unincorporated County territory and there shall be no discrimination against or preference, gratuity, bonus or other benefit given residents of La Mirada not equally accorded to residents of Los Angeles County.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we provide the public with quality services that are both beneficial and responsive (Goal 1). Conveyance of park real property to another governmental agency for continued operation, use and enjoyment by County constituents, as a park or recreational area in perpetuity with the addition of new facilities for use by County residents, is consistent with that Goal.

FISCAL IMPACT/FINANCING

The gratis conveyance of the subject Park will have no significant fiscal impact to the County.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The parcel of real property which comprises the Park was purchased by the County in 1956 and currently covers approximately 100 acres. The Park is located entirely within City boundaries, bounded on the north by Foster Road, on the east by Adelfa Drive, on the south by Alicante Road and on the west by Olive Lawn Memorial Park and the Civic Center complex. It has multiple uses and provides a wide range of recreational and cultural opportunities to the community at large.

The proposed Aquatics Center is considered by the City to be a key step in its ongoing development of the Civic Center complex, which serves the community by providing a wide variety of recreational, social and cultural services to the public.

The project, as proposed by the City, will replace the County's aging community pool complex and provide a full range of recreational, instructional, therapeutic and competitive aquatic programs.

The outdoor facility will include a 50-meter pool, a 25-yard pool, a spa, and family fun area, as well as other amenities to host special community events and group activities. The projected annual attendance at the proposed facility is approximately 150,000 people.

The proposed transaction will be governed by the terms and conditions as set forth in Attachment A which, among other things, outlines certain required actions by the City should existing County facilities be displaced as a result of the proposed construction. The required actions shall be performed at the City's sole cost and expense and include, among others:

- Reimbursement of the County's cost incurred to relocate set-up of three replacement children's play areas. While the Agreement limits reimbursement to \$153,631, costs, already incurred by the County, are substantially less.
- Relocation and construction of a new permanent maintenance facility in conjunction with the proposed Park master plan.
- Demolition of the existing community pool complex and replacement with uses consistent with recreational activities.
- Reconfiguration and relocation of the existing disc golf course pursuant to plans and specifications provided by the County.
- Relocation of the existing picnic tables and barbeque braziers.

Conveyance of title will be consummated by quitclaim deed. In accordance with your Board's policy, the deed reserves the mineral rights in the subject Park to the County.

In addition to the title transfer to the City, the City will exchange their current perpetual easement on a portion of the Park being retained by the County for a revocable parking easement. This replacement of the easement will allow the County to make changes to the Park in the future as recreational needs change.

Additionally, the Agreement will allow the grant of an easement for utility purposes which will recognize the long existing utility corridor used by the City for purpose of utility feeds for various City parcels that surround the Park.

The City Council voted to accept conveyance of title to the subject Park in its current "as is" condition with no guarantees or warranties by the County. Notice of your Board's intent to convey a portion of the Park has been published in accordance with Government Code Section 6061. Prior to presentation for signature, County Counsel will review the Agreement and Quitclaim Deed related to the conveyance and will approve those documents as to form.

ENVIRONMENTAL DOCUMENTATION

The City, in its role as lead agency in matters pertaining to compliance with the California Environmental Quality Act (CEQA), by Resolution No. 06-26 adopted by the City Council on May 23, 2006, found and determined that with the imposition of mitigation measures as a condition of approval of the Aquatic Center project there was no substantial evidence that the project would have a significant effect on the environment; found that the Mitigated Negative Declaration reflected the independent judgment of the City; approved the Mitigated Negative Declaration; and found that the project will have no adverse effect on fish and wildlife resources. As part of the scope of the Mitigated Negative Declaration, a Mitigation and Reporting Program has been included. This program will be implemented and monitored by the City.

With respect to your Board's approval of the property conveyance described herein, the County also acts as a responsible agency for the purposes of CEQA, and therefore, we recommend that your Board independently consider and adopt the Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program (Attachment B).

IMPACT ON CURRENT SERVICES (OR PROJECTS)


The recommended action will serve to maintain recreational opportunities for the public and inasmuch as the City is obligated to assume responsibility for the various swimming activities previously provided by the County's Department of Parks and Recreation, there will be no adverse impact to the public as a result of the curtailment on any current County services at the Park. The Department of Parks and Recreation is in concurrence with the proposed conveyance of title.


The Honorable Board of Supervisors
June 13, 2006
Page 5

CONCLUSION

It is requested that the Executive Officer, Board of Supervisors, return two certified copies of the Minute Order, and the adopted, stamped Board letter to the CAO Real Estate Division at 222 South Hill Street, 3rd Floor, Los Angeles, CA 90012 for further processing. Additionally, please forward a copy of the adopted, stamped Board letter to the Department of Parks and Recreation, Planning Division, 510 South Vermont Avenue, Los Angeles, CA 90020.

Respectfully submitted,


DAVID E. JANSSEN
Chief Administrative Officer


RUSS GUINEY, Director
Department of Parks and Recreation

DEJ:WLD
CB:RL:dd

Attachments (2)

c: County Counsel
Department of Parks and Recreation

La Mirada Park.b.doc

REAL PROPERTY CONVEYANCE AGREEMENT

THIS REAL PROPERTY CONVEYANCE AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2006, by and between the **COUNTY OF LOS ANGELES** ("Grantor"), and the **CITY OF LA MIRADA** ("Grantee"). Based upon the mutual consideration provided for herein, Grantor and Grantee agree as follows:

1. Sale and Purchase. Grantor is the fee owner of certain real property located within La Mirada Regional Park (the "Park") in the City of La Mirada, County of Los Angeles, State of California and legally described in Exhibit A, attached hereto and incorporated herein by reference, (the "Property"). Grantor desires to convey the Property to Grantee, and Grantee desires to accept the Property from Grantor, for the consideration and on the terms and conditions hereinafter set forth.

2. Purchase Price. The purchase price ("Purchase Price") for the Property is to be paid partially in cash and partially as non-cash consideration. The Purchase Price shall be comprised of the following:

a) CASH PAYMENT

Grantee shall pay Grantor the amount of \$153,631 on or before July 15, 2006 for Grantor's costs incurred to construct a portion of three children's play areas at the Park. Said payment shall be by check payable to County of Los Angeles delivered to Grantor's address set forth in Section 14 hereof.

Grantee, based upon a preliminary plan prepared by Grantor and at Grantee's sole cost and expense, shall construct sidewalks and other improvements on the Park required as a result of the realignment of the property line and the necessity to make the newly constructed children's play areas compliant with ADA accessibility requirements. Grantee shall retain a professional to produce construction documents within fifteen days of receipt of Grantee's preliminary plan and thereafter, Grantee shall make its best faith effort to timely construct the sidewalk and other improvements to coincide with Grantor's completion of the children's play areas.

b) MAINTENANCE FACILITY

Grantee shall construct a permanent maintenance facility pursuant to construction drawings developed by Grantee and approved by Grantor (the "Maintenance Facility") in a location within La Mirada Regional Park. The scope of work detailing the improvements comprising the Maintenance Facility is attached hereto and incorporated herein as Exhibit B. Grantor and Grantee agree that the Maintenance Facility will be situated in a location mutually satisfactory to both parties as determined by the Park Feasibility Study, as that term is defined

herein. In the event the Park Feasibility Study is not timely completed, then Grantor shall choose the location for the Maintenance Facility. The parties agree that construction of the Maintenance Facility shall commence within 90 days of the date the site location is selected and that evidence of such commencement shall be at a minimum, Grantee's approval of a contract with an architect hired to produce the construction drawings for the Maintenance Facility but in no event shall the Maintenance Facility be completed more than 18 months following the completion of the Aquatic Center as evidenced by the issuance of a certificate of occupancy for said facility (the date of which certificate shall be the "Aquatic Center Completion Date").

c) EXISTING SWIM FACILITIES

No later than one year after the Aquatic Center Completion Date, Grantee shall demolish the existing pool areas and bath house facilities at the Park, which are depicted on the map attached hereto and incorporated herein as Exhibit C (collectively, the "Swim Facilities"), and replace said Swim Facilities with uses designated in the Park Feasibility Study, as that term is defined herein. In the event the Park Feasibility Study has not been adopted prior to the completion of demolition of the Swim Facilities, Grantee shall complete the installation of lawn area on the entire Swim Facilities site including adequate irrigation systems. The scope of work pertaining to the demolition of the Swim Facilities is attached hereto and incorporated herein as Exhibit D.

d) DISC GOLF COURSE

No later than 30 days after the date Grantor provides Grantee a plan outlining the realignment of the existing disc golf course within the Park (the "Disc Golf Plan"), Grantee shall commence to reconfigure the existing disc golf course at the Park pursuant to the Disc Golf Plan provided by Grantor, including without limitation, redesign and relocation of the disc golf targets and pads, disc golf tees and concrete tee pads and disc golf signs (including replacement of component parts) in a manner satisfactory to Grantor and in compliance with the Disc Golf Plan. At a minimum, the parties agree that the reconfigured course will maintain an acceptable safety and skill level not lower than that of the existing course. In this instance, commencement of work shall be deemed to occur upon Grantee's issuance of a bid package suitable for a contractor to provide Grantee with a construction bid for the work required. In no event shall the improvements associated with the Disc Golf Plan be completed later than the Aquatic Center Completion Date.

e) PICNIC TABLES AND BARBEQUE AREA

Grantee, at Grantee's sole cost and expense, shall provide and install a minimum of 12 but not more than 18 concrete picnic tables and up to 6 BBQ braisers in locations determined by Grantor. The work shall be done in accordance with the scope attached hereto and incorporated herein as Exhibit K and Grantee agrees to use its best faith efforts to install these features on or before August 15, 2006. Any costs to prepare the relocated picnic area shall be the sole responsibility of Grantee.

f) RESTROOM FACILITIES

In the event Grantee's construction of the Aquatic Center causes Grantor to close the restroom building located adjacent to the Property (the "Existing Adjacent Restroom"), Grantee shall post adequate signage indicating that replacement restroom facilities (the "Replacement Restroom") are located in a facility maintained by Grantee that is not more than 500 feet from the Existing Adjacent Restroom. Grantee shall provide unobstructed access to the Replacement Restroom during all times that the Park is open to the public.

g) SLOPE MAINTENANCE

To the extent any grading of the Property encroaches onto the Park, then prior to initiating any such grading activities, Grantee shall obtain Grantor's express written consent to the proposed grading. As a condition of such consent of Grantor, Grantee shall accept sole responsibility in perpetuity and using standards generally accepted by landscape professionals and in a manner satisfactory to the County for the maintenance of any slope including any retaining structures built to support such slope that will exist, partially or wholly, in the Park at a 2 to 1 or higher grade over a distance of greater than 3 feet ("Qualified Slope"). Additionally, Grantee shall accept responsibility to cure any drainage problems and/or resultant damage to real property or improvements on the Park caused as a result of water run off from any Qualified Slope into the Park including the installation of drainage systems or repair of landscape areas on the Park. No later than 30 days after the Aquatic Center is completed, Grantee shall deliver to Grantor legal descriptions for every Qualified Slope along with a Slope Maintenance Agreement in the form attached hereto as Exhibit I and incorporated by this reference, executed by the appropriate City of La Mirada officials for recordation by Grantor.

h) GRANTS

Grantee shall assume all claims, liabilities, obligations, and duties under the provisions of Land Water and Conservation Fund (LWCF) grant agreement 06-01358, a copy of which is attached hereto and incorporated herein as Exhibit H. Grantee acknowledges that Grantor has provided documents on the following State and Prop. A grants that were used to improve the Property and/or Park: State Grant project numbers 86-1-19058, 88-1-19127, 06-01358 and Proposition A grant numbers 1270-94-0047, 1270-94-0046, 1270-98-0732, and 1270-95-0335. Grantee also acknowledges that Grantor may not be aware of all grants that are applicable to the Property, and it is Grantee's obligation to conduct its own due diligence with respect to applicable grants. Grantee agrees to be subject to any and all grants applicable to the Property and shall assume all claims, liabilities, obligations, and duties of such grants.

(i) MISCELLANEOUS AGREEMENTS BY GRANTEE:

(i) Before June 2008, Grantee shall complete improvements to the Park consisting of an aquatic center offering swimming facilities for the purpose of competition, instruction and recreation (the "Aquatic Center"), which will at a minimum include: (1) one 25 yard teaching pool with a minimum and maximum depth of ____ and ____ feet respectively; (2) one 50 meter competition pool; (3) an enclosed building with adequate changing and restroom facilities that is _____ square feet in size; (4) a picnic area that can accommodate 84 patrons and (5) a themed recreational swim area.

(ii) For ten consecutive weeks occurring from June 1 through September 1 of each calendar year, Grantee shall provide access from 8:00 AM to 6:30 PM to a pool of at least 25 yards in length at the Aquatic Center and staff sufficient to conduct swim programs, including a recreational swim, so that County residents are afforded free of charge access to swimming programs similar to those previously provided by the Grantor at the Park.

(iii) Effective upon the date of this Agreement and continuing until such time as the Maintenance Facility is completed by Grantee, and at no cost whatsoever to Grantor, Grantee shall provide Grantor's contractor engaged in maintaining the Park unobstructed access to a parcel of land located on Stage Road, south and east of the southern terminus of Biola, La Mirada. Said parcel shall consist of: (1) 12,000 square feet of fenced and secured yard area; (2) one secured office/storage/repair structure of at least 450 square feet; (3) an emergency wash station constructed in compliance with Cal OSHA standards; (4) a potable water source and (5) one portable toilet which shall be cleaned and serviced at least one time per week.

(iv) Grantee shall quitclaim to Grantor Grantee's interest in that portion of the Park identified as Parcel 4 (the Library Parking Lot) in the instrument recorded as No. 00-0052800 and attached hereto as Exhibit F and record in substitution thereof an easement from Grantor to Grantee similar in the form attached hereto as Exhibit E (Revocable Parking Easement).

(v) The parties agree that Grantor shall reserve to itself the right to use that portion of the Property designated as Parcels 2 and 3 in Exhibit F hereto and the parking lot adjacent to the existing gym facility as described in instrument recorded as No. 96-1481948 on a non-exclusive basis for parking purposes.

(vi) Grantee shall repair, relocate and restore all utilities, irrigation systems, walkways, disc golf stations and security lighting systems that are impacted by Grantee's: (A) construction of the Aquatic Center, (B) construction of the Maintenance Facility described in § 2(c) hereof, and (C) demolition of the existing Swim Facilities (as defined in § 2(d) hereof). All such repair and restoration work completed pursuant hereto shall be done contemporaneously with Grantee's construction of the improvements at the Park pursuant to this Section 2 (e.g., the Aquatic Center, Maintenance Facility etc.). Grantee will not initiate any actions pursuant to this Agreement that will result in the Park being adversely affected by the lack of adequate utilities.

(vii) As part of the construction of the Aquatic Center, Grantee shall plant 245 specimen trees, (minimum 24" box size) and 115 non-specimen trees in accordance with the plant material list attached hereto and incorporated herein as Exhibit G.

(viii) Grantee, with input from Grantor, shall prepare a plan of the entire La Mirada Regional Park (including the Property and the Park but excluding the portion of the County facilities that comprises the County golf course) detailing the recreational amenities and other features within the Park to be improved, established, and abandoned (the "Park Feasibility Study"). The Park Feasibility Study shall be initiated by the Grantee within 90 days of the Aquatic Center Completion Date and that evidence of such initiation shall be, at a minimum, Grantee's approval of a contract with a consultant hired to produce the Park Feasibility Study. Grantee shall coordinate the required community participation process and otherwise supervise the drafting of the Park Feasibility Study in accordance with generally accepted standards employed by other government entities.

(x) Grantor agrees to grant Grantee an easement for utility purposes over a portion of the Park in the form attached hereto as Exhibit J.

(xi) With respect to any and all construction by Grantee on the Park, the parties agree to cooperate and ensure compliance with the provisions of the California Public Contract Code.

(xii) Pursuant to this Agreement, Grantee will use its best efforts to minimize disruption of service at the Park. For example, it is the intent of the parties to minimize service interruption to the children's play areas. Grantee and Grantor will cooperate to ensure that there will be replacement children's play areas available on the Park within a reasonable time of Grantee's demolition of and/or disruption of use to the existing children's play areas on the Property.

(xiii) With respect to any and all construction by Grantee on the Park, all such construction shall be done to the satisfaction of the Grantor and in accordance with the plans and instructions provided by Grantor. Grantee agrees to complete all of the construction contemplated herein in a good workmanship manner and comply with existing building codes including the California Building Code and the Uniform Building Codes.

(j) **DEFAULT BY GRANTEE**

In the event that either party fails to comply with any of the conditions set forth in this paragraph 2, such failure shall constitute a material breach of this Agreement, entitling the other party to any and all remedies available at law or in equity.

3. **Costs.** All costs and expenses, excluding Grantor's expense to prepare, negotiate, execute and implement this Agreement, related to the transaction contemplated by this Agreement shall be paid by Grantee, including the cost of a title insurance policy. In the event any cost or expense is paid by Grantor, Grantee shall immediately upon Grantor's request remit a check payable to the County of Los Angeles in an amount equal to such costs and expenses.

4. **Conveyance and Closing Date.** Grantor shall convey the Property to Grantee by quitclaim deed (the "Deed"), subject to: a) All taxes, interest, penalties and assessments of record assessed but not yet due, if any; and b) covenants, conditions, restrictions, reservations, easements, licenses, rights, and rights-of-way of record, if any, c) The express condition that the Grantee shall assume all claims, liabilities, obligations, and duties under the provisions of Land Water and Conservation Fund (LWCF) grant agreement 06-01358 a copy of which is attached hereto and incorporated herein as Exhibit H and any other applicable grants as set forth in paragraph 2(h) hereof, d) the express condition that at all times and under all conditions, the Property and services, including the Aquatic Center, shall be open and available to residents of

incorporated and unincorporated territory and there shall be no discrimination against or preference, gratuity, bonus or other benefit given residents of La Mirada not equally accorded to residents of Los Angeles County. e) the obligation that City of La Mirada operate and maintain the Property as a park or recreation facility; f) for 10 consecutive weeks during the period commencing June 1 and terminating September 1 of each calendar year the Grantee shall provide access to a pool of at least 25 yards in length at the Aquatic Center including staff sufficient to conduct the required programs, all at no charge to residents of Los Angeles County for the purpose of providing: 1) swimming lessons for all levels of swimmers, and 2) recreational swim access every day during said 10-week period., g) in the event that Grantee fails to comply with restrictions (d) and (e), then upon Grantee's failure to cure the issue of non-compliance within 30 days of the date Grantor sends written notice to Grantee, or in the event such matter cannot be cured within said 30 day period and in the event Grantee does not diligently pursue the required cure, then all right title and interest in and to the Property shall revert back to Grantor upon Grantor's providing written notice to Grantee of its failure to comply with said restrictions and without any necessity of any other affirmative action on the part of Grantor. Grantor shall convey the Property on or before the later of (i) June 15, 2006, or (ii) a date occurring five (5) days after the County of Los Angeles Board of Supervisors approves the sale of the Property.

5. Title. Grantee understands that the Property is being conveyed without any warranty regarding the condition of title to the Property; Grantee accepts all matters of record and understands that Grantor will not provide a policy of title insurance and makes no representations or warranties as to condition of title. Grantor recommends that Grantee retain, at Grantee's sole cost and expense, a licensed title company to issue a policy of title insurance.

6. Recording. Grantor shall prepare the Deed indicating title to the Property to be vested in the name of the Grantee as follows: City of La Mirada, and shall cause the Deed to be recorded in the official records of the Los Angeles County Recorder upon the execution of this Agreement.

7. Delivery of Deed. Grantor shall transmit to Grantee a copy of the Deed stamped by the Recorder, the original of which shall be mailed to the Grantee by the Recorder at the address for notice to Grantee pursuant to Section 14 hereof.

8. Condition of the Property. Grantee acknowledges that Grantee is purchasing the Property "as is," solely in reliance on Grantee's own investigation, and that no representation or warranty of any kind whatsoever, express or implied, has been made by Grantor or Grantor's agents. Any information given or disclosure made to Grantee by Grantor or Grantor's agents concerning the Property shall not constitute a representation or warranty made by Grantor. Grantee has been given the full opportunity to inspect the Property prior to execution of this Agreement. Grantee shall assume the cost and expense for the removal of all contaminated materials, toxic or hazardous substances, and asbestos, if any, on the Property.

Grantor has disclosed to Grantee the following information that impacts Grantee's use of the Property:

The requirement that the Property shall not be converted to a use other than public outdoor recreation as provided in the LWCF agreement as detailed in Exhibit H. ____

Grantee also acknowledges that it is aware of all zoning regulations, other governmental requirements, site and physical conditions, and all other matters affecting the use and condition of the Property, and Grantee agrees to accept the Property in said condition.

9. Mineral Rights. Grantor reserves to itself and excepts from the conveyance contemplated herein all oil, gas, hydrocarbons, or other minerals in and under the Property, without the use of the surface or subsurface, to a depth of 500 feet, measured vertically, from the surface of the Property.

10. Possession/Risk of Loss. All risk of loss or damage with respect to the Property shall pass from Grantor to Grantee upon recordation of the Deed.

11. Brokerage Commission. Grantee and Grantor hereby acknowledge and represent that there are no broker's commission or finder's fees due in connection with the transaction contemplated by this Agreement. Each party shall indemnify and hold the other party harmless from any claim of any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of either party with respect to the transaction contemplated hereunder.

12. Conflicts. In the event of a conflict between the provisions of this Agreement and the provisions of any other documents executed or agreement made or purported to be executed or made between the parties prior to the date hereof, the provisions contained in this Agreement shall in all instances govern and prevail. However, nothing in this Agreement shall be construed to negate any representation made by Grantor in the Recreational Property Acquisition Agreement dated June 11, 1996, between the parties hereto, as of the date such representations were given (i.e., June 11, 1996), to the extent that the Recreational Property Acquisition Agreement remains in effect.

13. Assignment. Grantee shall not assign or attempt to assign this Agreement, or any rights hereunder, to any other person or entity without the Grantor's prior written consent. Any such assignment or purported assignment without the Grantor's prior written consent shall be null and void, and of no force and effect whatsoever.

14. Notices. All notices, demands and requests required or desired to be given pursuant to this Agreement by either party shall be sent by United States Mail, registered or certified postage prepaid, and addressed to the parties as follows:

Grantor: County of Los Angeles
Chief Administrative Office
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Carlos Brea, Manager
Property Management

Grantee: City of La Mirada
13700 La Mirada Boulevard
La Mirada, CA 90638
Attention: Andrea Travis
City Manager

Notices, demands and requests served in the above manner shall be considered sufficiently given or served for all purposes under this Agreement at the time the notice, demand or request is postmarked to the addresses shown above.

15. Time is of the Essence. Time is of the essence for each and every term, condition, covenant, obligation and provision of this Agreement.

16. Grantor's Remedies. In the event of either party's failure to consummate the transaction contemplated by this Agreement, the other party shall have all remedies in law and equity, and shall be entitled to enforce this Agreement and to obtain the benefit of the bargain contained herein.

17. County Lobbyist Ordinance Grantee is aware of the requirements of Chapter 2.160 of the Los Angeles County Code as it exists as of the date of this Agreement with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach.

18. Severability. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be severed from the Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of the Agreement, provided the remaining Agreement can be reasonably and equitably enforced. Notwithstanding the above, in the event the portion of the Agreement declared to be invalid, illegal or unenforceable substantially affects the benefit of the bargain derived by either party as a result of entering into this Agreement, then the parties shall cooperate to rewrite such portion of the Agreement so as to comply with existing law and to preserve the original intent of the portion(s) of the Agreement deemed unenforceable; provided that any rewritten provision must be agreed upon by both parties.

19. Binding on Successors. Subject to the limitations set forth herein, the Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

20. California Law. This Agreement shall be construed in accordance with the internal laws of the State of California.

21. Waivers. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision.

22. Captions. The captions and the section and subsection numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Agreement nor in any way affect this Agreement.

23. No Presumption Re: Drafter. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

24. Assistance of Counsel. Each party hereto either had the assistance of counsel or had counsel available to it, in the negotiation for, and the execution of, this Agreement, and all related documents.

25. Required Actions of Grantee and Grantor. Grantee and Grantor agree to execute all such instruments and documents and to take all action as may be required in order to consummate the purchase and sale herein contemplated.

26. Power and Authority. The Grantee has the legal power, right, and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby. The individuals executing this Agreement and the instruments referenced herein on behalf of any legal entity comprising Grantee, have the legal power, right and actual authority to bind the entity to the terms and conditions of this Agreement and the instruments referenced herein.

27. Survival of Covenants. The covenants, agreements, representations and warranties made herein are intended to survive the consummation of the sale of the Property and recordation of the Deed.

28. Interpretation. Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

29. Work Outside Property Boundary. Grantor consents to allow access to the Park to Grantee's contractors for the purposes of grading, installing landscaping and installing or relocating utilities related to the Aquatic Center construction. As a condition of this consent, Grantee agrees that it will enter into a County Right of Entry Permit prior to entering onto the Park pursuant to this Agreement. As a further condition of this consent, Grantee's contractors shall provide and maintain at their own expense during the entire time the Aquatic Center is being constructed a program of comprehensive general liability insurance, endorsed for contractual liability, independent contractor, products-completed operations, premises, broad form property damage with a combined single limit of not less than TWO MILLION DOLLARS (\$2,000,000) per occurrence. Such insurance shall be primary to and not contributing with any other insurance maintained by the County and shall name the County as an additional insured. Such insurance shall be provided by State of California licensed insurer(s) and evidence of such programs satisfactory to County shall be delivered to the County at the address referenced in Section 14, on or before the date the contractor requires access to the Park. Such evidence shall specifically identify this Agreement and shall contain express conditions that County is to be given written notice at least 30 days in advance of any material modification or termination of any program of insurance.

30. Indemnification. Grantee shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officials, officers, employees, and agents (collectively the "County") from and against any and all liability, loss, costs and expenses (including attorney and expert witness fees); arising from the Grantee's acts and/or omissions arising from this Agreement, including but not limited to, services performed by or on behalf of Grantee by any person, subcontractor or agent pursuant to this Agreement, and any all claims arising out of or related to the California Environmental Quality Act. Grantee shall not be obligated to indemnify Grantor for any liability or expense arising from the active negligence of County. The terms of this paragraph shall survive the termination of this Agreement.

31. Entire Agreement. This Agreement contains the entire agreement between the parties herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Grantor and Grantee.

IN WITNESS HEREOF, the parties have executed this Agreement as of the day and year first written above.

GRANTEE

CITY OF LA MIRADA

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

GRANTOR

COUNTY OF LOS ANGELES

By _____

Mayor, Los Angeles County

ATTEST:

Sachi A. Hamai

Executive Officer, Clerk of the Board of Supervisors

By _____

Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.

County Counsel

By: _____

Deputy

EXHIBIT A
LEGAL DESCRIPTION

ATTACHMENT A
REAL PROPERTY CONVEYANCE AGREEMENT

4th Draft – May 19, 2006

LEGAL DESCRIPTION OF PROPERTY TO BE
CONVEYED FROM LOS ANGELES COUNTY
TO THE CITY OF LA MIRADA

PARCEL 1 - REVISED

That portion of the southwest quarter of Section 14, Township 3 South, Range 11 West, Rancho Los Coyotes, in the City of La Mirada, County of Los Angeles, State of California, as shown on a copy of a map made by Charles T. Healey, recorded in Book 41819, Page 141, et seq., of Official Records, in the Office of the County Recorder of said County, described as follows:

Beginning at the intersection of the easterly line of the land described in that certain document recorded March 2, 1965 as Instrument No. 3550, records of said County and the southeasterly line of McNally Drive, as shown on Licensed Surveyors Map filed in Book 9, Page 9 of Reports of Survey, Records of said County;

Thence along the easterly line of said land, South 00°04'39" East, 373.31 feet;

Thence leaving said easterly line, North 89°55'21" East, 59.05 feet to the northerly prolongation of the easterly line of Parcel 2-7J of the land described in document recorded May 27, 1980 as Instrument No. 80-519563, Official Records of said County;

Thence South 00°04'39" East, 492.80 feet along said prolongation and easterly line to the southeasterly corner of said land, said point also being the northeast corner of the land described in document recorded March 4, 1966 as Instrument No. 3312 in Book D3227 Page 222, Official Records of said County;

Thence along the easterly line of the land described in said document, South 00°04'39" East, 172.19 feet to the northerly corner of the land described in deed to Olive Lawn Memorial Park, Inc., per document recorded March 30, 1988 as Instrument No. 88-432076;

Thence along the easterly line of said land, South 12°57'14" East, 140.62 feet;

Thence continuing along said easterly line, South 00°14'59" East, 498.82 feet to the northerly line of Alicante Road, having a northerly half width of 30 feet;

Thence along said northerly line, South 89°59'59" East, 131.48 feet;

Thence leaving said northerly line, North 00°07'41" East, 392.29 feet;

Thence East, 289.94 feet;

Thence North $48^{\circ}04'32''$ East, 218.83 feet;

Thence North, 30.00 feet;

Thence North $48^{\circ}04'32''$ East, 13.17 feet;

Thence North, 16.63 feet;

Thence East, 38.56 feet;

Thence North 742.24 feet;

Thence North $44^{\circ}31'14''$ West, 121.19 feet;

Thence West, 399.58 feet;

Thence North 518.09 feet to said southeasterly line of McNally Drive;

Thence along said southeasterly line, South $21^{\circ}16'29''$ West, 157.30 feet to the beginning of a curve concave northwesterly and having a radius of 134.72 feet;

Thence southwesterly along said curve and southeasterly line, 110.75 feet through a central angle of $47^{\circ}06'00''$;

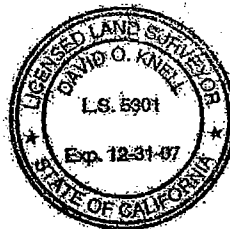
Thence continuing along said southeasterly line, South $68^{\circ}22'29''$ West, 118.44 feet to the Point of Beginning.

Contains 18.281 Acres, more or less

As shown on Exhibit "B" attached hereto and by this reference made a part hereof

Prepared under my supervision:

David O. Knell 5/23/06
David O. Knell PLS 5301 Date



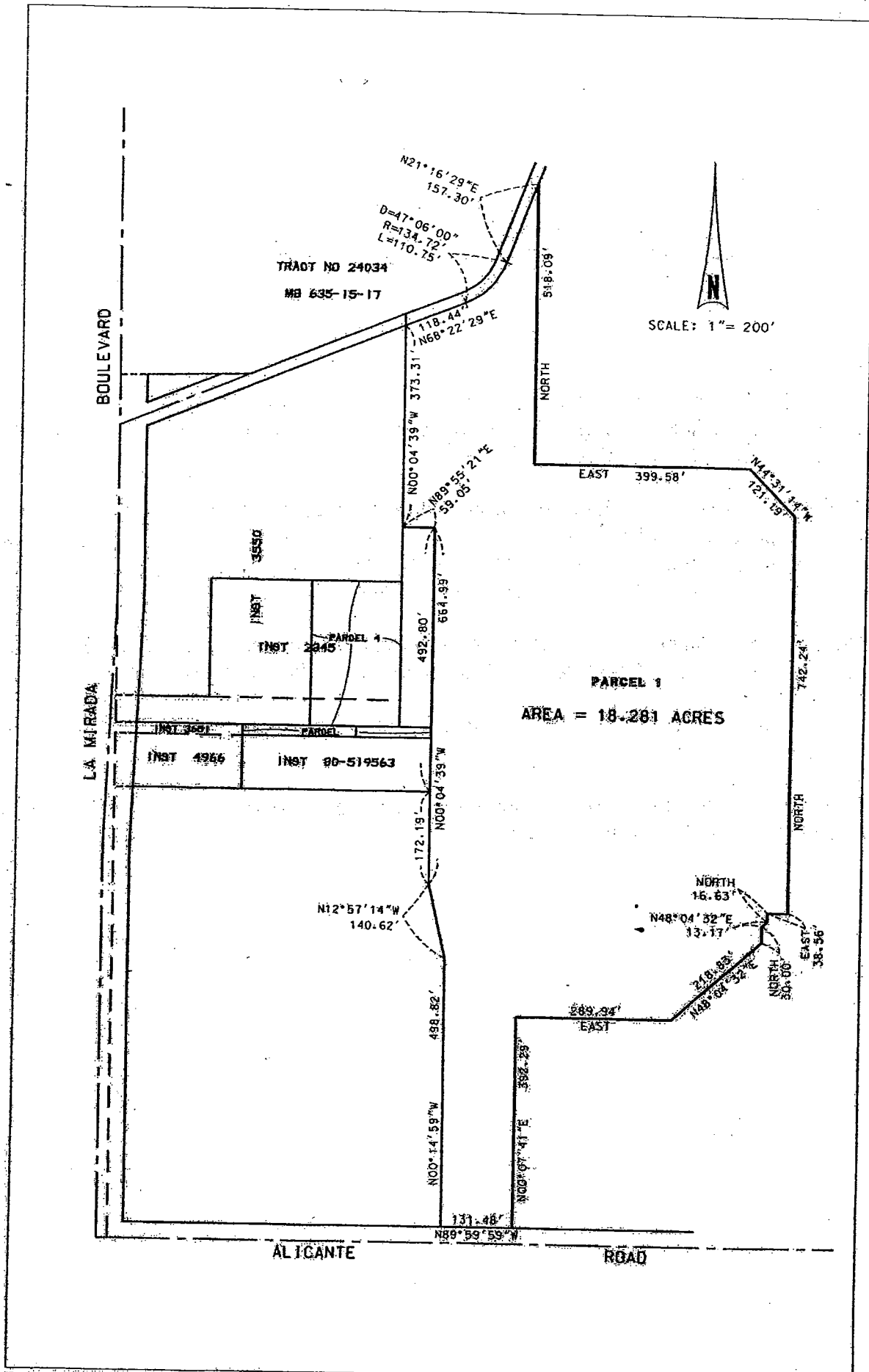


EXHIBIT B
MAINTENANCE FACILITY SCOPE OF WORK

La Mirada Regional Park
Grounds Maintenance Building and Service Yard

Facility Program

The Park Service Yard shall be not less than 8,500 square feet and shall be fully enclosed by chain link fencing, 10 feet in height, with double-wide vehicle entrance gates, consisting of 2 gates, 6 feet wide each.

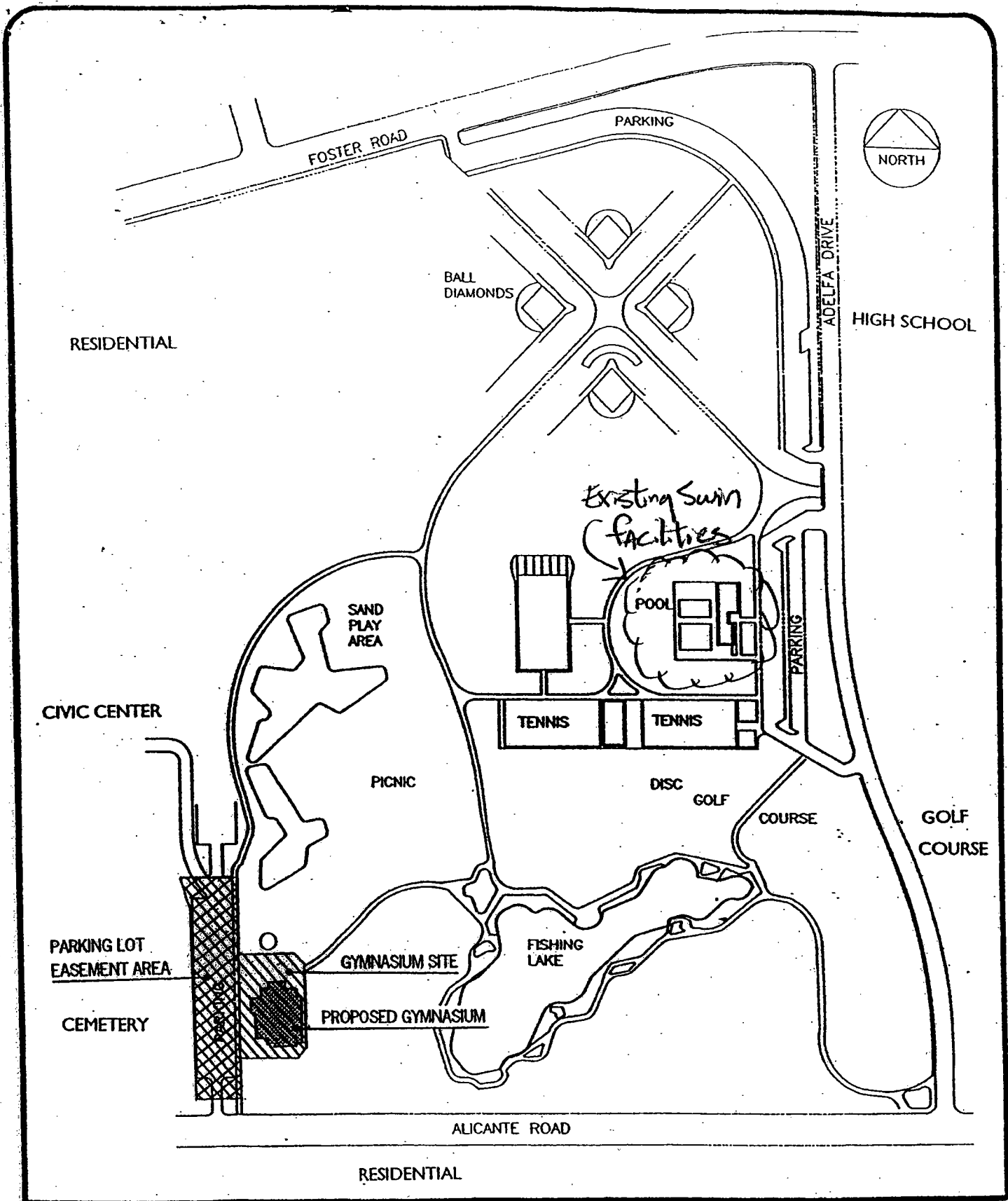
The Maintenance Building shall be not less than 500 square feet. The building shall include a supervisor's office, restroom, built-in storage cabinetry, work bench areas, chemical storage cabinet, 8 feet wide roll up door, and all safety and ancillary improvements to comply with CAL-OSHA requirements.

The Service Yard shall have storage bays for gravel, soil, mulch, and refuse. Each bay shall be 12 feet wide by 14 feet deep with a retaining wall four feet high.

The Yard shall have a structure for chemical storage in accordance with CAL-OSHA requirements.

Grantee at its sole option shall choose the building materials to be used and any features of the project related to its design.

EXHIBIT C
SWIM FACILITIES LOCATION PLAN



PLANNING AGENCY DEPARTMENT OF PARKS & RECREATION COUNTY OF LOS ANGELES	SCALE: NOT TO SCALE		JOB NO.	DATE 6-9-96
	LA MIRADA COMMUNITY REGIONAL PARK		DES.	DRW. NO.
			DR. LRH	
			CK.	

EXHIBIT D

SWIM FACILITIES DEMOLITION SCOPE OF WORK

- Provide Soil Report and Asbestos Report
- Abate all hazardous materials
- Disconnect and cap utilities – to their Point of Connection
- Remove all chemical treatment systems and containers
- Demo and remove: down to native soil
 - Slabs
 - Walkways
 - Light poles w/footings and conduit
 - Perimeter walls and fences
 - Footings
 - Pool structure – include shell and deck
 - Site lighting
 - Piping and drainage systems
 - Dump pits
 - Pool mechanical equipment, heater, filters, etc.
- Fill and compact all soil per soils report
- Building, demolition, and grading permits are required from County of Los Angeles.

All work to be done to the satisfaction of Los Angeles County Department of Parks and Recreation

EXHIBIT E
LIBRARY PARKING LOT EASEMENT

RECORDING REQUESTED BY:
County of Los Angeles
AND MAIL TO:
County of Los Angeles
Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attn: Carlos Brea

Space above this line for Recorder's use

ASSESSOR'S PARCEL NUMBER: 8038-005-952 (portion)

REVOCABLE PARKING EASEMENT

For valuable consideration, the receipt of which is hereby acknowledged, the **COUNTY OF LOS ANGELES** ("Grantor") does hereby grant to the **CITY OF LA MIRADA** ("Grantee") a non-exclusive revocable easement for and the obligation to, maintain, operate and use the real property in the City of La Mirada, County of Los Angeles, State of California, legally described in the attached Exhibit A ("Property") for parking purposes, and for no other purposes. Exhibit A is incorporated herein by this reference.

Subject to all matters of record and to the following reservations and conditions which Grantee by the acceptance of this easement document agrees to keep and perform viz:

- a. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
- b. It is expressly understood that the Grantor will not be called upon to repair, maintain, or reconstruct any portion of the parking lot or improvements thereon including but not limited to concrete sidewalks, curbing, landscaping, lighting systems, irrigation systems and paving systems pursuant to this Easement.
- c. Grantee agrees that it will indemnify and save harmless Grantor, and its Special Districts, elected officials and appointed officers, agents, and/or employees from any and all liability, loss or damage, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees) arising from or connected with any act or omission by Grantee, its officers, agents or employees in connection with this Easement and/or the rights granted hereby. Grantee shall not be obligated to indemnify for liability and expense arising from the active negligence of Grantor.
- d. The provisions and conditions contained in the Easement shall be binding upon Grantee, its successors and assigns.
- e. Grantor shall have the right to revoke this Easement upon six months prior written notice to Grantee in the event Grantor expands or redesigns the adjacent library building resulting in the necessity, as solely determined by Grantor, to use the Property for public use. In the event the easement is revoked, then Grantor shall provide replacement parking on a space by space basis in a structure or other parking facility built by Grantor on the Property.
- f. Grantor reserves the right to use the Property for any and all purposes consistent with enjoyment of the Easement herein granted.

Pursuant to Chapter 2.08.162 of the Los Angeles County Code, this Easement has been executed on behalf of Grantor by the Chief Administrative Officer of the County of Los Angeles on the _____ day of _____, 2006.

Approved as to Form
Raymond G. Fortner, Jr.
COUNTY COUNSEL

COUNTY OF LOS ANGELES
DAVID E. JANSSEN
Chief Administrative Officer

Deputy

On _____, 2006 Before me, **CONNY B. McCORMACK**, Registrar-Recorder/County Clerk of the County of Los Angeles, in and for said County, personally appeared David E. Janssen proved to me on the basis of satisfactory evidence to be the Chief Administrative Officer of the County of Los Angeles, and acknowledged to me that such County of Los Angeles executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal the day and year in this Certification first above written.

CONNY B. McCORMACK
Registrar-Recorder/County Clerk of the
County of Los Angeles

By _____
Deputy

EXHIBIT F
EXISTING EASEMENTS PARCELS 2 AND 3

DUPLICATE

JAN 13 2000

RECORDING REQUESTED BY
AND MAIL TO:
COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
P.O. Box 1460
Alhambra, CA 91802-1460
Attention: Mapping & Property
Management Division
Title & Escrow Section
Martin J. Young

COPY 0052800
of Document Recorded
Has not been compared with original.
Original will be returned when
processing has been completed.
LOS ANGELES COUNTY REGISTRAR - RECORDER

Space Above This Line Reserved for Recorder's Use

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY
TRANSFER TAX PURSUANT TO SECTION 11922 OF THE
REVENUE & TAXATION CODE

Assessor's Identification Number:
8038-005-952 (Portions)

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES
PURSUANT TO SECTION 27383 OF THE GOVERNMENT CODE

EASEMENT DEED

For a valuable consideration, receipt of which is hereby acknowledged,
the COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as the "County", does hereby
grant to the CITY OF LA MIRADA, a municipal corporation, hereinafter referred to as the "City", an easement for
ingress and egress purposes in, on, over and across all that real property in the City La Mirada, County of Los
Angeles, State of California, described as Parcel 1 in Exhibit "A" attached hereto and by this reference made a part
hereof.

Together with easements for, and the right to construct, maintain, improve, operate, and use parking lots and
appurtenant structures in, on, over and across all that real property in said City, County and State, described as Parcels
2, 3 and 4, respectively, in Exhibits "B", "C" and "D" attached hereto and by this reference made a part hereof.

Together with the right to enter upon and to pass and repass over and along said easements and to deposit tools,
implements and other materials thereon by said City, its officers, agents and employees, and by any contractor, its
agents and employees engaged by said City, whenever and wherever necessary for the purposes above set forth.

All of the above easements are made in accordance with, and subject to, that certain Property Acquisition
Agreement, by and between the County and the City, dated November 17, 1999, recorded November 30, 1999, as
Official Records Document No. 99- 2204444, in the office of the Recorder of said County, said terms being by this
reference made a part hereof.

Pursuant to Chapter 2.18 of the Los Angeles County Code, this conveyance has been executed on behalf of said
County by the Director of the Department of Public Works of the County of Los Angeles on the 2nd
day of December, 1999.

COUNTY OF LOS ANGELES
a body corporate and politic

HARRY W. STONE
Director of Public Works

By Brian Scanlon
Assistant Deputy Director

LA MIRADA CIVIC CENTER EASEMENTS
Easement Parcels 1, 2, 3 and 4
(File: LA MIRADA PARK (2)
Portions of Parcel 7A)
LM. 34-C4
S.D. 4
M9902893

AH:LaMirada-rev.wpd

NOTE: Acknowledgment form on reverse side.

ACKNOWLEDGMENT FORM
(FOR COUNTY USE ONLY)

STATE OF CALIFORNIA)

) ss.

COUNTY OF LOS ANGELES)

On DECEMBER 2, 1999, before me, CONNY B. McCORMACK, Registrar-Recorder/
County Clerk of the County of Los Angeles, personally appeared BRIAN SCANLON

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the persons, or the entity on behalf of
which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

CONNY B. McCORMACK, Registrar-Recorder/
County Clerk of the County of Los Angeles



(Seal)

By Wanda C. Dinkley
Deputy County Clerk

NOTARIES: ATTACH ADDITIONAL OR OTHER FORMS, IF REQUIRED

APPROVED as to title and execution,

JAN 11 2000, 199

DEPARTMENT OF PUBLIC WORKS
Mapping & Property Management Division

MARTIN J. YOUNG
Supervising Title Examiner III

By William H. [Signature]

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed or grant to the City of La Mirada,
a municipal corporation, is hereby accepted under the authority of Resolution No. 60-40, of
the City Council of said City adopted on June 14, 1960, and the Grantee consents to the recordation
of said deed or grant by its duly authorized officer.

Dated December 6, 1999

By [Signature]
Gary K. Sloan, City Manager

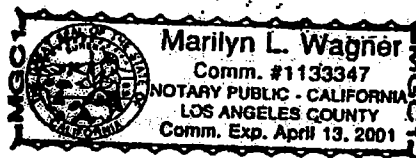
CALIFORNIA
ALL-PURPOSE
ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

On December 6, 1999, before me, **MARILYN L. WAGNER, NOTARY PUBLIC,**
personally appeared, **GARY K. SLOAN, CITY MANAGER,** personally known to me to
be the person whose name is subscribed to the within instrument and acknowledged to
me that he executed the same in his authorized capacity, and that by his signature on
the instrument the person or the entity upon behalf of which the person acted executed
the instrument.

WITNESS my hand and official seal

 (SEAL)
Notary Public Signature



✻ ✻ OPTIONAL INFORMATION ✻ ✻

DOCUMENT: Easement Deed Parking Lot – Civic Center Project – Acceptance by City
DATE OF DOCUMENT: December 2, 1999 **NO. PAGES** 5
SIGNER OTHER THAN NAMED ABOVE: Brian Scalon, Assistant Deputy Director

Legal Description

**For the City of La Mirada Civic Center
Land Acquisition Project**

**Reference File: La Mirada Park (2)
(M9902893)**

Parcel 1:

That portion of the southwest quarter of Section 14, Township 3 South, Range 11 West, Rancho Los Coyotes, as shown on a copy of a map made by Charles T. Healey recorded in Book 41819, page 141 et seq, of Official Records, in the office of the Recorder of the County of Los Angeles within a strip of land 20 feet wide, the southerly line of which is the northerly line of that certain parcel of land described as Parcel 2-7J, in deed to the City of La Mirada, recorded on May 27, 1980, as Official Records Document No. 80-519563, in the office of said Recorder.

The northerly line of above described 20 foot strip of land shall be prolonged or shortened at the easterly and westerly terminus thereof so as to terminate in the northerly prolongation of the easterly and westerly lines of above said Parcel 2-7J.



APPROVED AS TO DESCRIPTION

JUNE 10, 1999

COUNTY OF LOS ANGELES

BY Fabrizio G. Pacheco

LAND SURVEYOR

Mapping and Property Management Division

HC:psr
P:LA MIRADA-1

EXHIBIT A

JUN 10 1999

Legal Description

**For the City of La Mirada Civic Center
Land Acquisition Project**

**Reference File: La Mirada Park (2)
(M9902893)**

Parcel 2:

That portion of the southwest quarter of Section 14, Township 3 South, Range 11 West, Rancho Los Coyotes, as shown on a copy of a map made by Charles T. Healey recorded in Book 41819, page 141 et seq, of Official Records, in the office of the Recorder of the County of Los Angeles, within the following described boundaries:

Commencing at the intersection of a line parallel with and 20 feet northerly, measured at right angles, from the northerly line of that certain parcel of land described as Parcel 2-7J, in deed to the City of La Mirada, recorded on May 27, 1980, as Official Records Document No. 80-519563, in the office of said Recorder, with the southerly prolongation of easterly line of that certain parcel of land described in deed to the City of La Mirada, recorded as Document No. 3550, on March 2, 1965, Book D2817, page 401, of Official Records, in the office of said Recorder; thence along said southerly prolongation North 0° 38' 50" West 43.00 feet to the true point of beginning; thence continuing along said prolongation and last said easterly line North 0° 38' 50" West 358.00 feet; thence North 89° 21' 10" East 182.00 feet; thence South 0° 38' 50" East 358.00 feet; thence South 89° 21' 10" West 182.00 feet to said true point of beginning.



APPROVED AS TO DESCRIPTION
June 18, 1997
COUNTY OF LOS ANGELES
BY Fabrizio G. Pacheco
LAND SURVEYOR
Mapping and Property Management Division

HC:psr
P:LA MIRADA-2

EXHIBIT B

Legal Description

For the City of La Mirada Civic Center
Land Acquisition Project

Reference File: La Mirada Park (2)
(M9902893)

Parcel 3:

That portion of the southwest quarter of Section 14, Township 3 South, Range 11 West, Rancho Los Coyotes, as shown on a copy of a map made by Charles T. Healey recorded in Book 41819, page 141 et seq, of Official Records, in the office of the Recorder of the County of Los Angeles, within the following described boundaries:

Beginning at the intersection of a line parallel with and 20 feet northerly, measured at right angles, from the northerly line of that certain parcel of land described as Parcel 2-7J, in deed to the City of La Mirada, recorded on May 27, 1980, as Official Records Document No. 80-519563, in the office of said Recorder, with the southerly prolongation of the easterly line of that certain parcel of land described in deed to the City of La Mirada, recorded as Document No. 3550, on March 2, 1965, Book D2817, page 401, of Official Records, in the office of said Recorder; thence along last said southerly prolongation North 0° 38' 50" West 43.00 feet; thence North 89° 21' 10" East 182.00 feet; thence South 22° 12' 27" East 187.62 feet to the beginning of a tangent curve concave to the west and having a radius of 240 feet; thence southerly along said curve 209.65 feet to the easterly prolongation of that course having a bearing of South 89° 25' 56" West in the northerly boundary of that certain parcel of land described in deed to City of La Mirada recorded on September 9, 1996, as Official Records Document No. 96-1481948, in the office of said Recorder; thence westerly along last said easterly prolongation and said northerly boundary 179.65 feet to the easterly line of that certain parcel of land described in deed to Olive Lawn Memorial Park, Inc., recorded as Document No. 3312, on March 4, 1966, in Book D3227, page 222, of said Official Records; thence N 0° 26' 30" West along last said easterly line and its northerly prolongation 333.71 feet to said parallel line; thence westerly along said parallel line to the point of beginning.

Excepting therefrom that portion thereof which lies within that certain parcel of land described in deed to Olive Lawn Memorial Park, Inc., recorded on December 16, 1987, as Official Records Document No. 87-1991000, in the office of said Recorder.

HC:psr
P:LA MIRADA-3



APPROVED AS TO DESCRIPTION
JUNE 10, 1999
COUNTY OF LOS ANGELES
BY Fabrizio G. Pacheco
LAND SURVEYOR
Mapping and Property Management Division

EXHIBIT C

JUN 10 1999

Legal Description

**For the City of La Mirada Civic Center
Land Acquisition Project**

**Reference File: La Mirada Park (2)
(M9902893)**

Parcel 4:

That portion of the southwest quarter of Section 14, Township 3 South, Range 11 West, Rancho Los Coyotes, as shown on a copy of a map made by Charles T. Healey recorded in Book 41819, page 141 et seq, of Official Records, in the office of the Recorder of the County of Los Angeles, within the following described boundaries:

Commencing at the intersection of a line parallel with and 20 feet northerly, measured at right angles, from the northerly line of that certain parcel of land described as Parcel 2-7J, in deed to the City of La Mirada, recorded on May 27, 1980, as Official Records Document No. 80-519563, in the office of said Recorder, with the northerly prolongation of the westerly line of said certain parcel of land; thence North 89° 33' 30" East 127.92 feet along said parallel line to the true point of beginning; thence North 0° 26' 30" West 270.00 feet to the northerly line of that certain parcel of land described in deed to County of Los Angeles, recorded as Document No. 2845, on June 19, 1968, in Book D4038, page 987, of said Official Records; thence along last said northerly line North 89° 33' 30" East 168.29 feet to the easterly line of that certain parcel of land described in deed to the City of La Mirada, recorded as Document No. 3550, on March 2, 1965, Book D2817, page 401, of Official Records, in the office of said Recorder; thence southerly along last said easterly line and its southerly prolongation 270.00 feet to said parallel line; thence westerly along said parallel line 169.26 feet to the true point of beginning.



APPROVED AS TO DESCRIPTION
JUNE 10, 1999
COUNTY OF LOS ANGELES
BY Fabrizio G. Pachano
LAND SURVEYOR
Mapping and Property Management Division

HC:psr
P:LA MIRADA-4

EXHIBIT D

JUN 10 1999

EXHIBIT G
PLANT MATERIAL LIST

PLANTING LEGEND:

TREES

SYM #:	BOTANICAL NAME:	COMMON NAME:	SIZE:	QTY:	REMARKS:
	OLEA EUROPAEA 'SWAN HILL'	OLIVE TREE	36" BOX	8	DOUBLE STAKE
	WASHINGTONIA ROBUSTA	MEXICAN FAN PALM	15' BTH	28	MATCHING
	DRAGONEA DRACO	DRAGON TREE	48" BOX	2	--
	KOELREUTERIA PANICULATA	GOLDENRAIN TREE	24" BOX	62	DOUBLE STAKE
	LAGERSTROEMIA INDICA	GRAPE MYRTLE	24" BOX	31	DOUBLE STAKE
	PLATANUS RACEMOSA	CALIFORNIA SYCAMORE	24" BOX	27	DOUBLE STAKE
	CARYOTA URENS	FISHTAIL WINE PALM	10' BTH	26	--
	PHOENIX DACTYLIFERA	DATE PALM	15' BTH	4	MATCHING
	PISTACIA CHINENSIS	CHINESE PISTACHE	24" BOX	16	DOUBLE STAKE
	SYAGRUS ROMANZOFFIANUM	QUEEN PALM	24" BOX	14	DOUBLE STAKE
	PYRUS KAWAKAMII	EVERGREEN PEAR	24" BOX	24	DOUBLE STAKE
	STRELITZIA NICOLAI	GIANT BIRD-OF-PARADISE	15 GAL	57	--
	PINUS CANARIENSIS	CANARY ISLAND PINE	24" BOX	31	DOUBLE STAKE
	SEQUOIA SEMPERVIRENS	COAST REDWOOD	24" BOX	12	DOUBLE STAKE
	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	36" BOX	20	DOUBLE STAKE

EVER MASS QUANTITIES ARE SHOWN ON PLANS.
 WITH THE ADJACENT SHRUB AND/OR GROUNDCOVER
 INS. PLANTS SHALL BE INSTALLED WITH
 ANT GROUNDCOVERS TO WITHIN 12" OF TREE OF
 ING AREAS ARE TO RECEIVE GROUNDCOVER.

IG AREAS NORMALLY FOR TWO WEEKS TO
 Y CONTACT HERBICIDE (MONSANTO "ROUND-UP",
 WEEDS ONLY PER MANUFACTURER'S
 EAT PROCESS IF WEEDS PERSIST.

ORS SHALL BE INSTALLED AT ALL TREES

EXHIBIT H
LAND WATER CONSERVATION FUND DOCUMENT

State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

LAND AND WATER CONSERVATION FUND
PROJECT AGREEMENT PROVISIONS

I. Definitions

- A. The term "NPS" as used herein means the National Park Service, United States Department of the Interior.
- B. The term "Secretary" as used herein means The Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.
- C. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.
- D. The term "Liaison Officer" as used herein means the California Director of Parks and Recreation, or other State officer as designated by the Governor.
- E. The term "Manual" as used herein means the Land and Water Conservation Fund Grants Manual.
- F. The term "Project" as used herein means the project or project segment which is the subject of this agreement as defined in the Project
- G. The term "Project Proposal" as used herein means the form and all supplemental attachments used to describe and estimate the cost of planning, acquisition, or development project filed with the Liaison Officer in support of an application for federal financial assistance.
- H. The term "State" as used herein means the State of California, and/or its official representative, the Department of Parks and Recreation.
- I. The term "Participant" as used herein means the recipient of the federal funds to be disbursed in accordance with the terms of this agreement.
- J. The term "State Funds" as used herein means those moneys made available by the State or a Participant as matching money for projects under the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964).
- K. The term "Leased Land" or "Lease" as used herein means land leased from the Federal Government.

II. Continuing Assurances

The parties to the project agreement specifically recognized that the Land and Water Conservation Fund assistance project creates an obligation to maintain the property described in the project agreement consistent with the Land and Water Conservation Fund Act and the following requirements.

Further, it is acknowledged intent of the parties hereto that recipients of assistance will use moneys granted hereunder for the purposes of this program, and that assistance granted from the Fund will result in a net increase, commensurate at least with the State cost-share, in a participant's outdoor recreation. It is intended by both parties hereto that assistance from the Fund will be added to, rather than replace or be substituted for, State and local outdoor recreation funds.

- A. The participant agrees, as recipient of this assistance, that it will meet the following specific requirements and the terms of the project agreement.
- B. The participant agrees that the property described in the project agreement and the dated project boundary map made part of that agreement is being acquired or developed with Land and Water Conservation Fund assistance or is integral to such acquisition or development, and that without the approval of the Liaison Officer, the Director, and/or the Secretary of the Interior, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of leased property. The Secretary shall approve such conversion only if he finds it to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions as he deems necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonable equivalent usefulness and location. This replacement land becomes subject to Section 6(f) (3) protection. The approval of conversion shall be at the sole discretion of the Secretary, or his designee. Prior to the completion of this project, the participant, the Liaison Officer, and the Director may mutually alter the area described in the project agreement and the dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded Section 6(f) (3) protection as Fund reimbursement is provided.

In the event the National Park Service provides Land and Water Conservation Fund assistance for the acquisition and/or development of property subject to reversionary interests with full knowledge of those reversionary interests, conversion of said property to other than public outdoor recreation uses as a result of such reversionary interest being exercised is approved. In receipt of this approval, the participant agrees to notify the State of the conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions. The participant further agrees to effectuate such replacement within a reasonable period of time, acceptable to the State, after the conversion of property takes place. The provisions of this paragraph are also applicable to: leased properties acquired and/or developed known and agreed to by the State; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the State.

- C. The participant agrees that the benefit to be derived by the State from the full compliance by the participant with the terms of this agreement is the preservation, protection, and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of assistance under the terms of this agreement. The participant agrees that payment by the participant to the State of an amount equal to the amount of assistance extended under this agreement by the State would be inadequate compensation to the State for any breach by the participant of this agreement. The participant further agrees, that the appropriate remedy in the event of a breach by the participant of this agreement shall be the specific performance of this agreement.
- D. The participant agrees to comply with the policies and procedures set forth in the National Park Service Grants-In-Aid manual. Provisions of said manual are incorporated into and made a part of the project agreement.
- E. The participant agrees that the property and facilities described in the project agreement shall be operated and maintained as prescribed by manual requirements.
- F. The participant agrees that a permanent record shall be kept in the participant's public property records and available for public inspection to the effect that the property described in the scope of the project agreement, and the dated project boundary map made part of that agreement, has been acquired or developed with Land and Water Conservation Fund assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Liaison Officer, the Director, and/or the Secretary of the Interior.
- G. Nondiscrimination
 1. The participant shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, religion, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of any property or facility acquired or developed pursuant to the project agreement. The participant shall immediately take any measures necessary to effectuate this provision. This assurance shall be binding on the participant or any political subdivision or other appropriate public agency to which Fund assistance or property acquired or developed with Fund assistance has been transferred for public recreation purposes.
 2. The participant shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
 3. The participant shall comply with the regulations and guidelines promulgated pursuant to the Civil Rights Act of 1964 by the Secretary of the Interior and the National Park Service.
 4. The provisions of the first three paragraphs apply to any part of the recreation system within which the assisted facility or property exists.
 5. The participant shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence as set forth in the manual.

III. Project Assurances

A. Applicable Federal Circulars

The State shall comply with applicable regulations, policies, guidelines and requirements including 43 CFR Part 12.41-12.92, Administrative Requirements and Cost Principles for Assistance Programs, Office of Management and Budget Circulars No. A-102 (Uniform administrative requirements for grants-in-aid to State and local governments), A-87 (cost principles for State and local governments), and A-128 (audits of State and local government) as they relate to the application, acceptance and use of Federal funds for this federally assisted project.

B. Project Proposal

1. The project proposal for Federal assistance bearing the same project number as the agreement and associated documents is by this reference made a part of this agreement.
2. The participant possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion or similar action has been duly adopted or passed authorizing the filing of the project proposal, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the participant to act in connection with the project proposal and to provide such additional information as may be required.
3. The participant has the ability and intention to finance the non-federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

C. Project Execution

1. It is understood by the parties hereto that this agreement shall not obligate State of California funds for the project costs described herein. The participant hereby promises, in consideration of the promises made by the Liaison Officer herein, to execute the project stage described herein, in accordance with the terms of this agreement. Any disbursement hereunder shall not be made unless and until funds therefor are received by the Liaison Officer from the National Park Service. This item shall not apply when the participant is an agency of the State of California.

2. The Liaison Officer hereby promises, in consideration of the promises made by the participant herein, to accept appropriated federal funds for the purposes of the project and disburse the same to reimburse the participant up to 50 percent of the eligible project cost not to exceed 50 percent of the direct project cost shown in this agreement; except for a surcharge for administrative costs to be applied to twice the federal share of direct eligible project costs. The surcharge is to be deducted from the reimbursements received from the Federal Government applicable to this project and will be computed at the federally approved surcharge rate in effect at the time the billing is submitted to the Federal Government.
3. The project period shall begin with the date of approval of the project agreement or the effective date of a waiver of retroactivity and shall terminate at the end of the stated or amended project period unless the project is completed or terminate sooner in which event the project period shall end on the date of completion or termination. For project elements added to a consolidated project, the project period will begin on the date the project element is approved.
4. The participant will cause work on the project to be commenced within a reasonable time after receipt of notification that funds have been approved and assure that the project will be prosecuted to completion with reasonable diligence.
5. The State will require the facility to be designed to comply with the Architectural Barriers Act of 1968 (Public Law 90-480), and DOI Section 504 Regulations (43 CFR Part 17). The participant will be responsible for conducting all inspections.
6. The participant shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable federal, state, local laws and regulations.
7. In the event the project covered by the project agreement, including future stages of the project, cannot be completed in accordance with the plans and specifications for the project; the participant shall bring the project to a point of recreational usefulness agreed upon by the participant and, the Director or his designee, and the Liaison Officer.
8. The participant will provide for and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the NPS may require.
9. The participant will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the project agreement.
10. The participant will comply with the provisions of: Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11268, relating to the prevention, control, and abatement of water pollution, and Executive Order 11920, relating to the protection of wetlands.
11. The participant will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 976, approved December 31, 1978. Section 102(a) requires, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency Management Agency. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.
12. The participant will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities, pursuant to 40 CFR, Part 15.20 and that it will notify the State and NPS of the receipt of any Communication from the Director of the EPA Office of Federal Activities indicating that a facility to be utilized in the project is under consideration for listing by the EPA. The participant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970. The participant further agrees to insert this clause into any contract or subcontract in excess of \$100,000.
13. The participant will assist the State and NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470) Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to effects (see CFR Part 800.8) by the activity, and notifying the federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the federal grantor agency to avoid or mitigate adverse effects upon such properties.
14. The participant will comply with Executive Order 12432, "Minority Business Enterprise Development as follows:
 - a. Place minority business firms on bidder's mailing lists.
 - b. Solicit these firms whenever they are potential sources of supplies, equipment, construction, or services.
 - c. Where feasible, divide total requirements into smaller needs, and set delivery schedules that will encourage participation by these firms.
 - d. For any project involving \$500,000 or more in grant assistance (except for projects involving acquisition only) the participant shall submit, prior to the commencement of construction and every fiscal year quarter thereafter until project completion, reports documenting the efforts to hire minority business firms. These reports, SF 334, will be submitted one month following the end of each fiscal quarter (i.e., January 31, April 30, July 31, and October 31) to the National Park Service Regional Office in San Francisco.

D. Construction Contracted for by the Participant Shall Meet the Following Requirements:

1. Contracts for construction in excess of \$10,000 shall be awarded through a process of competitive bidding involving formal advertising, with adequate purchase description, sealed bids, and public openings. Copies of all advertisements, bids, and a copy of the contract shall be retained for inspection by the Director and the State.
2. The participant shall inform all bidders on contracts for construction that federal funds are being used to assist in construction.
3. Written change orders shall be issued for all necessary changes in the facility being constructed under contracts of \$10,000 or more. Such change orders shall be made a part of the project file and should be kept available for audit.
4. Contracts for construction shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented by Department of Labor regulations (29 CFR, Part 3).
5. The participant will comply with other procurement standards of OMB Circular A-102, Attachment C, except for provisions related to compliance with Davis Bacon Act requirements (unless required by a program providing supplemental funding). Should supplemental funding be provided which requires compliance with Davis Bacon Act requirements, all construction contracts awarded by the grantee and subgrantee in excess of \$2,000 shall include a provision for compliance with such Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5).
6. The participant shall incorporate, or cause to be incorporated, into all construction contracts exceeding \$10,000 (ten thousand), the following provisions:

"During the performance of this contract the contractor agrees as follows:

- "(1) The contractor will not discriminate any employee or applicant for employment because of race, religion, color, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such action shall include, but not be limited to, the following: Employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- "(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.
- "(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 as amended (3CFR 169 (1974)), and shall post copies of notices in conspicuous places available to employees and applicants for employment.
- "(4) The contractor will comply with all provision of Executive Order No. 11246, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- "(5) The contractor will furnish all information and reports required by Executive Order No. 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, record, and accounts by the contracting agency, the State, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- "(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246, as amended, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.
- "(7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

7. The participant shall (1) comply with the above provisions in construction work carried out by itself, (2) assist and cooperate actively with the Secretary of the Interior and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the above contract provisions and with the rules, regulations, and relevant orders of the Secretary of Labor, (3) obtain and furnish to the Secretary of the Interior and to the Secretary of Labor such information as they may require for the supervision of such compliance, (4) enforce the obligation of contractors and subcontractors under such provisions, rules, regulations, and orders, (5) carry out sanctions and penalties for violation of such obligations imposed upon contractors imposed upon contractors and subcontractors by the State, or the Secretary of Labor, or the Secretary of the Interior pursuant to Part II, Subpart D, of Executive Order No. 11246, as amended and (6) refrain from entering into any contract with a contractor debarred from government contracts under Part II, Subpart D, of Executive Order No. 11246, as amended. In addition, the participant agrees that if it fails or refuses to comply with these undertakings, the NPS may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant; refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the department of Justice for appropriate legal proceedings.

E. Conflict of Interests

1. No official or employee of the participant, State, or Federal Government who is authorized in his official capacity to negotiate, make, accept, or approve, or take part in such decisions regarding a contract or subcontract in connection with this project shall have any financial or other personal interest in any such contract or subcontract.
2. No person performing services for the participant in connection with this project shall have a financial or other personal interest other than his employment or retention by the participant, in any contract or subcontract in connection with this project. No officer or employee of such person retained by the participant shall have any financial or other personal interest in any real property acquired for this project unless such interest is openly disclosed upon the public records of the participant, and such officer, employee or person has not participated in the acquisition for or on behalf of the participant.
3. No member of or delegate to Congress shall be admitted to any share or part of this agreement, or to any benefit to arise hereupon, unless such benefit shall be in the form of an agreement made with a corporation for its general benefit.
4. The participant, State, and the Director shall be responsible for enforcing the above conflict of interest provisions.

F. Hatch Act

The participant will comply with the provisions of the Hatch Act which provides that no officer or employee of the participant whose principal employment is in connection with any activity which is financed in whole or in part pursuant to this agreement shall take part in any of the political activity prescribed in the Hatch Political Activity Act, 5 U.S.C. Sec. 118k (1964), with the exceptions therein enumerated.

G. Project Administration

1. Project costs eligible for assistance shall be determined upon the basis of the criteria set forth in the manual and OMB Circular A-87.
2. The agreement may include the use of the indirect cost rate currently approved, in accordance with A-87, for the participant that is a party to this agreement.

H. Project Administration

1. The participant shall promptly submit such reports and documentation as the Director or Liaison Officer may request.
2. Any moneys advanced to the participant are "public moneys" and shall be deposited in a bank with FDIC insurance coverage and the balances exceeding the FDIC coverage shall be collaterally secured as provided for in 12 U.S.C. 265.
3. The participant shall use any funds received by way of advance payment from the State under the terms of this agreement solely for the project or project stage described in the agreement.
4. Properties and facilities acquired or developed with Fund assistance shall be available for inspection by the State or the NPS at such intervals as the Liaison Officer or the Director shall require.

I. Audit, Retention and Custodial Requirements for Records

1. Financial records, supporting documents, statistical records, and all other records pertinent to this grant shall be retained for a period of three years in accordance with 43 CFR Part 12.41-12.92; except the records shall be retained beyond the three-year period if audit findings have not been resolved.
2. The retention periods starts from the date of the final expenditure report for the project or the consolidated project element.
3. State and local governments are authorized to substitute microfilm copies in lieu of original records.
4. The Liaison Officer, Secretary of the Interior, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the participant and their subgrantees which are pertinent to a specific project for the purpose of making audit, examination, excerpts and transcripts.
5. The participant will comply with the provisions of OMB Circular A-28 (as provided under the Single Audit Act of 1984) establishing audit requirements for state and local governments that receive federal assistance.

J. Project Termination

1. The Liaison Officer or the Director may temporarily suspend State assistance under the project pending corrective action by the participant or pending a decision to terminate the grant by the NPS or the State.
2. The participant may unilaterally terminate the project or consolidated project element at any time prior to the first payment on the project or consolidated project element. After the initial payment, the project may be terminated, modified, or amended by the participant only by mutual agreement.
3. The Liaison Officer or the Director may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Liaison Officer or Director will promptly notify the participant in writing of the determination and the reasons for the termination, together with the effective date. Payments made to the participant or recoveries by the State under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
4. The Director, State, or participant, may terminate grants in whole, or in part at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The participant shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The NPS may allow full credit to the participant for the Federal share of the noncancelable obligations, properly incurred by the grantee prior to termination.
5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the participant, the Liaison Officer, and the Director, or that all funds provided by the National Park Service be returned.

K. Fund Acknowledgment

The participant will permanently display in a conspicuous place a sign which acknowledges Land and Water Conservation Fund assistance. The sign will be provided by the State Department of Parks and Recreation and its installation by the participant will be required upon project development or acquisition of the property.

L. Hold Harmless

The participant shall indemnify the State of California and its officers, agents and employees against and hold the same free and harmless from any and all claims, demands, damages, losses, costs, and/or expenses of liability due to, or arising out of, either in whole or in part, whether directly or indirectly, the organization, development, construction, operation, or maintenance of the project.

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

LAND AND WATER CONSERVATION FUND PROGRAM
APPLICATION

This Form and Required Attachments Must Be Submitted for Each Project Site

TYPE OF PROJECT (check one below)

- ☐ Acquisition
☒ Development

PROJECT NAME LA MIRADA RECREATION AREA Picnic Area C & D	AMOUNT OF GRANT REQUESTED \$ 60,000		
	ESTIMATED TOTAL PROJECT COST \$ 120,000		
GRANT APPLICANT (Agency and address incl. zip code) County of Los Angeles Department of Parks and Recreation 433 South Vermont Avenue Los Angeles, CA. 90020	COUNTY Los Angeles	NEAREST CITY La Mirada	
	PROJECT ADDRESS 13701 South Adelfa Drive		
	NEAREST CROSS STREET Alicante Road		
	CONGRESSIONAL DIST. NO. 39	SENATE DIST. NO. 29	ASSEMBLY DIST. NO. 60

Grant Applicant's Representative Authorized in Resolution

Rodney E. Cooper

Name (type)

Director

Title

213/738 2951

Phone

Person with day-to-day responsibility for project (if different from authorized representative)

Joan Foster

Name (type)

Grants Coordinator

Title

213/738-2969

Phone

Brief description of project

Construct two picnic shelters that comply with Americans with Disabilities (ADA) standards. Replace signage at parking lots with signs that comply with ADA standards.

For Dev. projects Land Tenure - Project is: **105.56** acres:
105.56 Acres owned in fee simple by Grant Applicant
_____ Acres available under a _____ year lease
_____ Acres other interest (explain) _____

For Acquisition projects Projects land will be _____ acres

_____ Acquired in fee simple by Grant Applicant

_____ Acquired in other than fee simple (explain) _____

I certify that the information contained in this project application form, including required attachments, is accurate and that this project is consistent with the park and recreation element of the applicable city or county general plan or the district park and recreation plan and will satisfy a high priority need.

Signed

A. E. Cooper

Grant Applicant's Authorized Representative as shown in Resolution

11-30-93

Date

EXHIBIT I
SLOPE MAINTENANCE AGREEMENT

RECORDING REQUESTED BY:

County of Los Angeles

AND MAIL TO:

County of Los Angeles

Real Estate Division

222 South Hill Street, 3rd Floor

Los Angeles, CA 90012

Attn: Carlos Brea

Space above this line for Recorder's use

ASSESSOR'S PARCEL NUMBER: 8038-005-952 (portion)

SLOPE MAINTENANCE AGREEMENT

The **COUNTY OF LOS ANGELES** (the "County"), in exchange for consenting to the **CITY OF LA MIRADA'S** (the "City") request to alter the existing topography of La Mirada Regional Park in connection with the construction of an Aquatic Center, hereby enters into this agreement (the "Agreement") outlining the obligation of the City to maintain the real property in the City of La Mirada, County of Los Angeles, State of California, legally described in the attached Exhibit A (the "Property") Exhibit A is incorporated herein by this reference.

The parties hereby agree to the following terms and conditions:

- a. As of the date this Agreement is executed by the parties, the City shall maintain the Property including, but not limited to, ongoing maintenance of landscaping, drainage systems, retaining walls, replacement of landscaping and irrigation systems.
- b. City shall be solely responsible for the reconstruction of any slope that fails for any reason whatsoever.
- c. It is expressly understood that the County will not be called upon to maintain any portion of the Property, or reconstruct any portion of the Property or improvements thereon.
- d. Grantee shall be responsible to cure any drainage problems and/or resultant damage to real property or improvements owned by Grantor and located adjacent to the Property caused as a result of water run off from any portion of the Property onto Grantor's property including the installation of drainage systems and repair of landscaped areas on Grantor's property.
- e. City agrees that it will indemnify and save harmless County, and its Special Districts, elected officials and appointed officers, agents, and/or employees from any and all liability, loss or damage, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees) arising from or related to any act or omission by City, its agents, employees or officers in connection with this Agreement. Grantee shall not be obligated to indemnify Grantor for any liability or expense arising from the active negligence of Grantor.
- f. The provisions and conditions contained in this Agreement shall be binding upon City, its successors and assigns.

Pursuant to authority granted to the Chief Administrative Officer by the County of Los Angeles Board of Supervisors on _____, 2006, this Agreement has been executed on behalf of County by the Chief Administrative Officer of the County of Los Angeles on the _____ day of _____, 2006.

Approved as to Form
Raymond G. Fortner, Jr.
COUNTY COUNSEL

COUNTY OF LOS ANGELES
DAVID E. JANSSEN
Chief Administrative Officer

Deputy

On _____, 2006 Before me, **CONNY B. McCORMACK**, Registrar-Recorder/County Clerk of the County of Los Angeles, in and for said County, personally appeared David E. Janssen proved to me on the basis of satisfactory evidence to be the Chief Administrative Officer of the County of Los Angeles, and acknowledged to me that such County of Los Angeles executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal the day and year in this Certification first above written.

CONNY B. McCORMACK
Registrar-Recorder/County Clerk of the
County of Los Angeles

By _____
Deputy

CITY OF LA MIRADA SIGNATURE INFORMATION INSERTED HERE [STILL NEED THIS!!]

EXHIBIT J
UTILITY EASEMENT

RECORDING REQUESTED BY:
County of Los Angeles
AND MAIL TO:
County of Los Angeles
Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attn: Carlos Brea

Space above this line for Recorder's use

ASSESSOR'S PARCEL NUMBER: 8038-005-952 (portion)

UTILITY EASEMENT

For valuable consideration, the receipt of which is hereby acknowledged, the **COUNTY OF LOS ANGELES** ("Grantor") does hereby grant to the **CITY OF LA MIRADA** ("Grantee") a non-exclusive easement for and the right to, construct, maintain, operate and use underground utility lines and appurtenant subsurface structures, and no other purposes, in and across the real property in the City of La Mirada, County of Los Angeles, State of California, legally described in the attached Exhibit A (the "Property"). Exhibit A is incorporated herein by this reference.

Subject to all matters of record and to the following reservations and conditions which Grantee by the acceptance of this Easement agrees to keep and perform viz:

- a. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
- b. It is expressly understood that the Grantor will not be called upon to repair, maintain, or reconstruct any structure or improvement to be erected or constructed pursuant to this Easement and that Grantee, upon completion of the initial installation and any subsequent repair or replacement of any of the utility lines shall be solely responsible for repairing and restoring the existing driveway and/or landscaped areas in a manner satisfactory to Grantor.
- c. Grantee agrees that it will indemnify and save harmless Grantor, and its Special Districts, elected officials and appointed officers, agents, and/or employees from any and all liability, loss or damage, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees) arising from or connected with any act or omission by Grantee, its agents or employees, arising out of the exercise by Grantee, or its officers, agents or employees, of any of the rights granted to it by this Easement.
- d. The provisions and conditions contained in the Easement shall be binding upon Grantee, its successors and assigns.
- e. Grantee acknowledges that no surface rights are herein created except the right to access the surface for the initial installation, periodic meter reading and subsequent repair or replacement of the utility service installed in the Easement area.
- f. Grantor reserves the right to use the Property for any and all purposes consistent with enjoyment of the Easement herein granted.

Pursuant to Chapter 2.08.162 of the Los Angeles County Code, this Easement has been executed on behalf of Grantor by the Chief Administrative Officer of the County of Los Angeles on the _____ day of _____, 2006.

Approved as to Form
Raymond G. Fortner, Jr.
COUNTY COUNSEL

COUNTY OF LOS ANGELES
DAVID E. JANSSEN
Chief Administrative Officer

Deputy

On _____, 2006 Before me, **CONNY B. McCORMACK**, Registrar-Recorder/County Clerk of the County of Los Angeles, in and for said County, personally appeared David E. Janssen proved to me on the basis of satisfactory evidence to be the Chief Administrative Officer of the County of Los Angeles, and acknowledged to me that such County of Los Angeles executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal the day and year in this Certification first above written.

CONNY B. McCORMACK
Registrar-Recorder/County Clerk of the
County of Los Angeles

By _____
Deputy

EXHIBIT "A"

LEGAL DESCRIPTION FOR UTILITY EASEMENT
TO BE GRANTED TO THE CITY OF LA MIRADA

That portion of the southwest quarter of Section 14, Township 3 South, Range 11 West, Rancho Los Coyotes, in the City of La Mirada, County of Los Angeles, State of California, as shown on a copy of a map made by Charles T. Healey, recorded in Book 41819, Page 141, et seq., of Official Records, in the Office of the County Recorder of said County, described as follows:

Beginning at the intersection of the northerly line of the land described in Instrument No. 3651 recorded January 26, 1976 of Official Records in the Office of the County Recorder of said county with the easterly line of La Mirada Boulevard as it now exists;

thence along said easterly line, North $02^{\circ}23'24''$ East, 6.95 feet to the True Point of Beginning; thence

South $89^{\circ}52'19''$ East, 199.89 feet to the northerly prolongation of the westerly line Parcel 2-7J of the land described in document recorded May 27, 1980 as Instrument No. 80-519563 of Official Records of said County; thence

Southerly along said prolongation South $00^{\circ}07'41''$ West, 6.95 to a line parallel with and 20.00 feet northerly of the northerly line of said land; thence

Easterly along said parallel line, South $89^{\circ}52'19''$ East, 356.05 feet to the northerly prolongation of the easterly line of said land; thence

Northerly along said prolongation, North $00^{\circ}04'39''$ West, 43.44 feet; thence

North $89^{\circ}52'14''$ West, 183.41 feet; thence

North, 82.46 feet; thence

West, 97.85 feet; thence

South, 20.30 feet; thence

East, 77.99 feet; thence

South, 62.12 feet; thence

North $89^{\circ}52'19''$ West, 351.08 to said easterly line of La Mirada Boulevard;
thence

Along said easterly line, South $02^{\circ}23'24''$ West, 36.52 feet to the Point of
Beginning.

Contains 25,950 square feet, more or less

As shown on Exhibit "B" attached hereto and by this reference made a
part hereof

Prepared under my supervision:

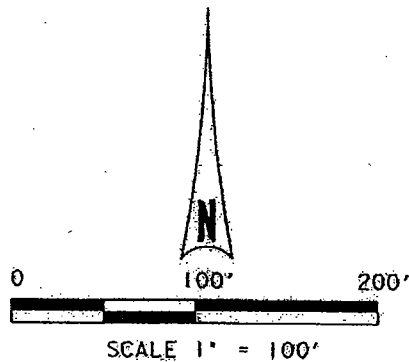
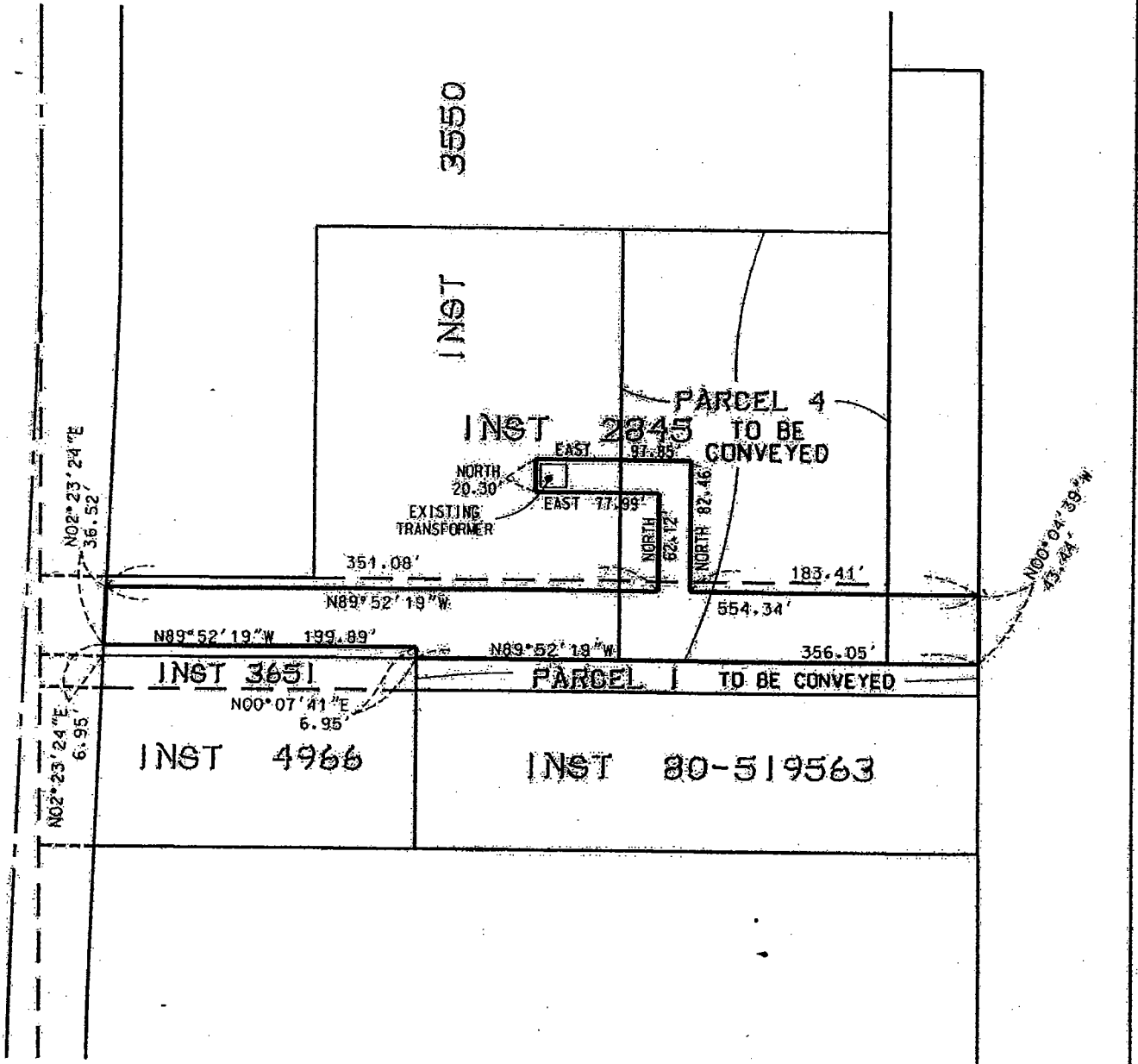
David O. Knell 5/23/06
David O. Knell PLS 5301 Date



EXHIBIT "B"

BOULEVARD

LA MIRADA



WILLDAN
ENGINEERS & PLANNERS
13191 CROSSROADS PARKWAY NORTH, SUITE 405
INDUSTRY, GA. 31746-3497
(562) 908-6200

SCALE 1" = 100'	DATE MAY 23, 2006
DRAWN BY D. BEYERBACH	EASE-PLG
CHECKED BY D. KNELL	LA MIRADA/ AQUATIC PARK

**SKETCH TO ACCOMPANY
LEGAL DESCRIPTION**

ATTACHMENT B
MITIGATED NEGATIVE DECLARATION
MITIGATION MONITORING AND REPORTING PROGRAM

**INITIAL STUDY/
MITIGATED NEGATIVE DECLARATION
FOR**

**The City of La Mirada
Aquatic Center and Public Safety
Facility Expansion Project**

Prepared for:

City of La Mirada
13700 La Mirada Blvd.
La Mirada, CA 90638

Contact Person: John J. Di Mario, Assistant City Manager/Director of Community
Development
(562)943-0131



Prepared by:

Albert A. Webb Associates
3788 McCray Street
Riverside, CA 92506
Contact Person: Stephanie Standerfer
(951) 686-1070

April 2006

TABLE OF CONTENTS

	<u>PAGE</u>
A. INTRODUCTION AND PROJECT DESCRIPTION	1
1. Introduction and Summary	1
2. Purpose and Need for Project	1
3. Project Location and Description	2
4. Required Permits and Approvals	3
5. Environmental setting/ Site Characteristics	4
B. ENVIRONMENTAL CHECKLIST FORM.....	8
1. Project Information	8
2. Environmental Factors Potentially Affected:	9
3. Determination	9
4. Evaluation of Environmental Impacts	10
I. Aesthetics	10
II. Agriculture Resources	11
III. Air Quality	12
IV. Biological Resources	14
V. Cultural Resources	16
VI. Geology and Soils	18
VII. Hazards and Hazardous Materials	21
VIII. Hydrology and Water Quality	23
IX. Land Use and Planning	26
X. Mineral Resources	27
XI. Noise	27
XII. Population and Housing	29
XIII. Public Services	30
XIV. Recreation	31
XV. Transportation/Traffic	32
XVI. Utilities and Service Systems	35
XVII. Mandatory Findings of Significance	37
D. REFERENCES	39

LIST OF FIGURES

	<u>PAGE</u>
Figure 1, Regional Location	5
Figure 2, Overall Project Site Plan	6
Figure 3, Aquatic Center Site Plan	6

APPENDIX

Mitigation Monitoring Program.....	Appendix A
------------------------------------	------------

A. INTRODUCTION AND PROJECT DESCRIPTION

1. INTRODUCTION AND SUMMARY

This Initial Study has been prepared to assess the potential for any significant environmental effects associated with the City of La Mirada's proposal to construct an aquatic center adjacent to the existing La Mirada Civic Center complex on newly acquired parkland. This parkland is immediately adjacent to the City's civic center and will be acquired by the City from the Los Angeles County Department of Parks and Recreation. The Aquatic Center will be comprised of three swimming pools, approximately 18,737 square feet of accessory structures, and a 300-space parking lot. The project also includes a proposal to construct a 2,700 square-foot addition to the existing Resource Center to serve the Los Angeles County Sheriff's Department, also located within the existing La Mirada Civic Center complex. This study has been prepared pursuant to the California Environmental Quality Act ("CEQA", California Public Resources Code Sections 21000 et seq.), and the State CEQA Guidelines (California Code of Regulations Sections 15000 et seq.). The City of La Mirada is the Lead Agency under CEQA for this project.

The proposed project is located within the city of La Mirada, located in southeastern Los Angeles County (*Figure 1, Regional Location*) and is bounded by La Mirada Boulevard to the west, Alicante Road to the south, Foster Road to the north, and La Mirada Community Regional Park to the east.

2. PURPOSE AND NEED FOR PROJECT

The City of La Mirada ("City") has determined that the City needs facilities to offer both aquatic recreational amenities for its citizens as well as to provide a venue to host area-wide swimming and diving competitions. In addition, the City requires additional space

for the Los Angeles County Sheriff's Department within the existing Resource Center building. To address these needs, the City proposes to construct an aquatic center on existing County parkland adjacent to the existing Civic Center complex and to add 2,700 square feet to the existing Resource Center building.

3. PROJECT LOCATION AND DESCRIPTION

The proposed aquatic center site is located on existing La Mirada Community Regional Park land that is adjacent to and east of the existing La Mirada Civic Center complex. (See *Figure 2 – Overall Project Site Plan*.) The proposed aquatic center includes a 164-by-82 foot swimming pool, a 75-by-65 foot swimming pool, a “lazy river” pool measuring 570 linear feet, and approximately 18,737 square feet of accessory structures (including locker rooms, snack bar, and equipment housing). The aquatic center will also provide for approximately 297 parking spaces plus an additional 111 spaces of secured parking for the expansion of the sheriff station. Please see *Figure 3- Aquatic Center Site Plan* for a detail of the proposed Aquatic Center.

The project also includes relocation of some park facilities such as picnic areas and playground features as well as some trees, which are located on portions of the Community Regional Park which will be utilized by the City for their aquatics center. There are 211 trees within the project's boundaries that will be measured and inventoried prior to grading. Of those 211, 39 are considered to be specimen trees. Reasonable efforts will be made to protect in place, relocate or replace specimen trees at a 3 to 1 ratio. A certified arborist will make daily or as needed inspections to ensure compliance. The landscape plans call out for a total of 365 trees to be planted as part of the project. The replacement trees will range in size from 15 gallon to 72” box. There is more than the required number of trees being replanted within the same footprint of the project. Additional possible locations in the county park and/or golf course will not be warranted. The exact locations of the relocated facilities and trees will be determined by the City and County through their property transfer negotiations. Existing park uses at the County's existing pool facility, which is expected to be continued at the City's new facility.

The Sheriff Station expansion will add 2,700 square feet to the existing Resource Center and be built upon an existing courtyard entry and driveway. (See *Figure 2 – Overall Project Site Plan.*)

Project construction is expected to begin in July 2006 and take approximately 12 months. The project site requires no import or export of soil. All soil excavated as part of grading activities are expected to remain on site as fill material resulting in a balanced site.

4. REQUIRED PERMITS AND APPROVALS

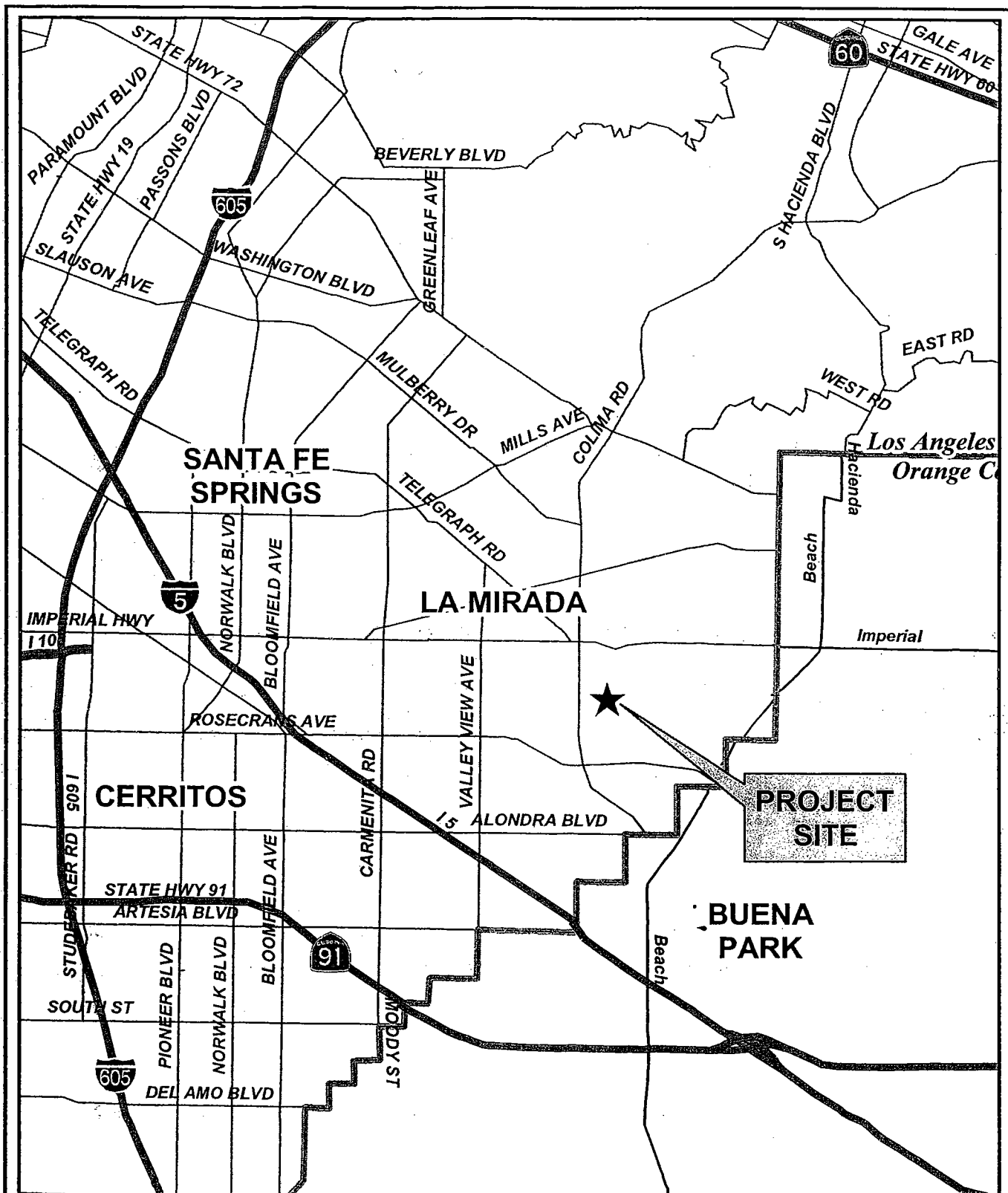
The City of La Mirada will serve as the lead agency under CEQA. Approval by La Mirada's City Council will be necessary for the project to proceed. The County of Los Angeles will be a responsible agency under CEQA and could use this document in approving easements or property transfers to the City.

Standard permitting requirements are also expected to apply to the proposed project. These include:

- Compliance with California Regional Water Quality Control Board, Los Angeles Order No. WQ 2000-11 and NPDES Permit No. CAS004001, which establishes waste discharge requirements for discharges to surface waters which pose an insignificant (De Minimus) threat to water quality.
- Compliance with California State Water Resources Control Board Order No. 99-08-DWQ for Storm Water Discharges Associated with General Construction Activity larger than one acre.
- Compliance with the South Coast Air Quality Management District Rule 403 requirements controlling construction related fugitive dust emissions.

5. ENVIRONMENTAL SETTING/SITE CHARACTERISTICS

The proposed project is located in the City of La Mirada, Los Angeles County, California. The proposed project area is within the existing Civic Center area and La Mirada Community Regional Park. The Civic Center is bounded by La Mirada Boulevard to the west, Olive Lawn Memorial Park to the south, and La Mirada Community Regional Park to the east. La Mirada Community Regional Park is bordered by Foster Road to the north, Alicante Road to the south, La Mirada High School and La Mirada County Golf Course to the east, and the La Mirada Civic Center to the west. The surrounding area is characterized as predominantly residential.



Scale 1:90,000

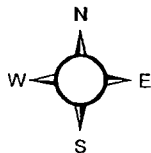
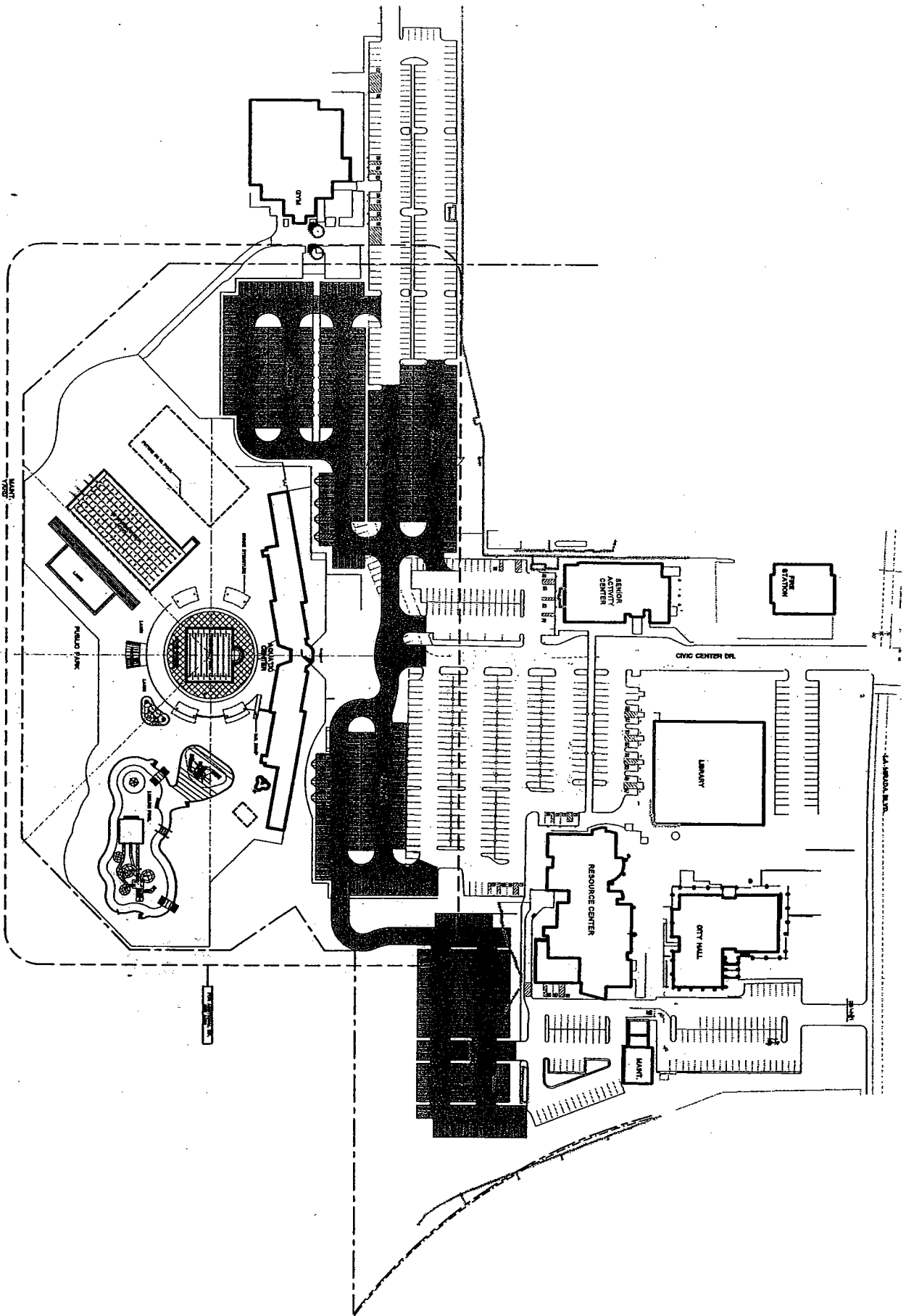


Figure 1

Regional Location

La Mirada Aquatic Center
and Public Safety Expansion Project



City of La Mirada
LA MIRADA AQUATIC CENTER



WESTERN & WHITE, INC.
A. J. WESTER
J. L. WHITE
1000 WESTERN BLVD.
LA MIRADA, CA 91764
TEL: (714) 261-1000
FAX: (714) 261-1001
WWW.WESTERNWHITE.COM

PROJECT NUMBER

CLIENT
CITY OF LA MIRADA

DATE
2000.01.10

SITE
LA MIRADA AQUATIC CENTER
LA MIRADA, CA 91764

NO. SHEET
1 OF 1

DATE
2000.01.10

DESIGNER
WESTERN & WHITE, INC.

ARCHITECT
WESTERN & WHITE, INC.



CONTRACT NO.

SHEET TITLE

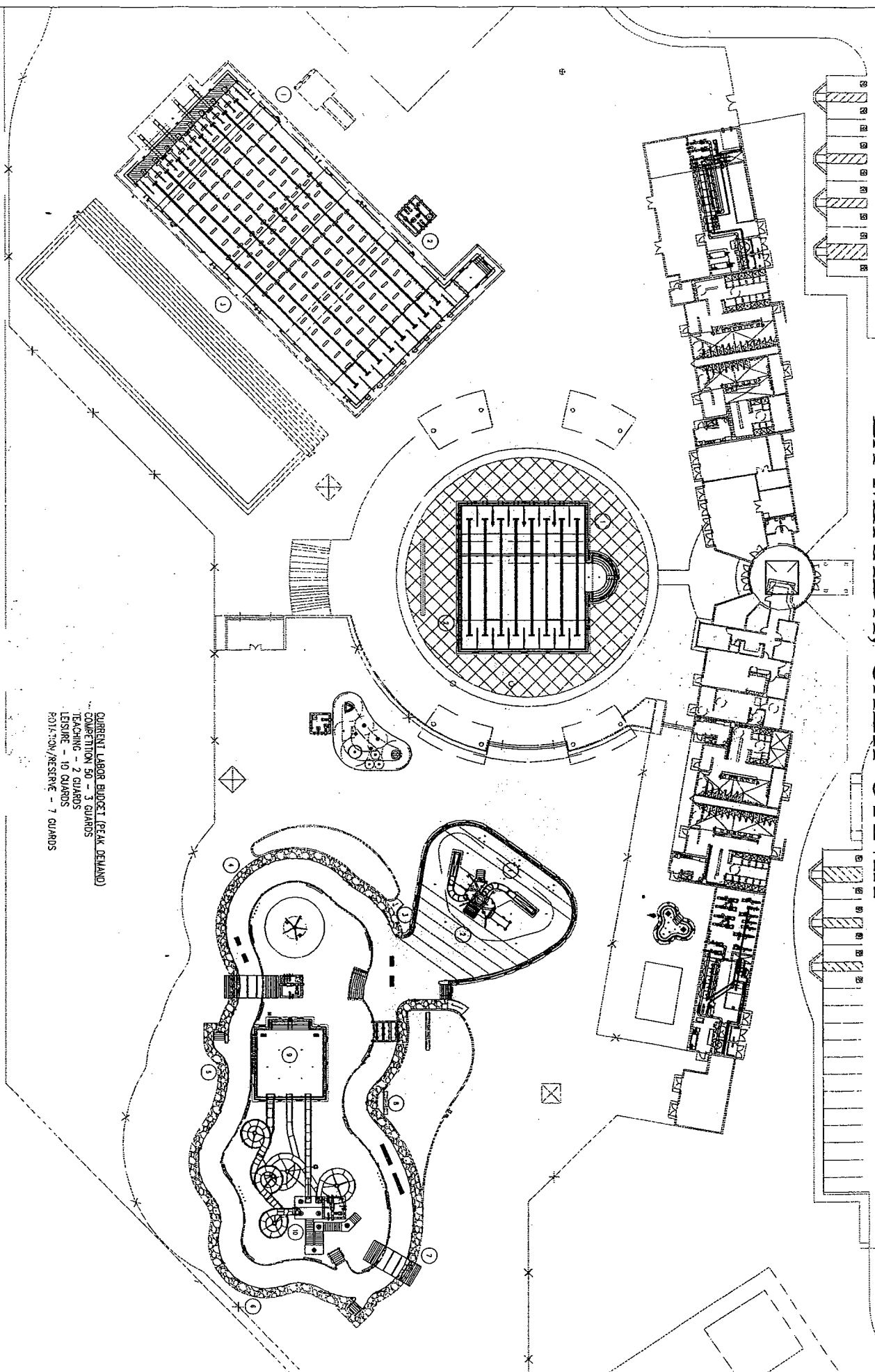
OVERALL PARK SITE PLAN

SHEET NO.

A001

OVERALL SITE PLAN
SCALE 1"=100'

LA MIRADA AQUATIC CENTER LA MIRADA, CALIFORNIA



CURRENT LABOR BUDGET (PEAK DEMAND)
 COMPLETION 50 - 3 GUARDS
 TEACHING - 2 GUARDS
 LEISURE - 10 GUARDS
 POLICE/RESERVE - 7 GUARDS

B. ENVIRONMENTAL CHECKLIST FORM

1. PROJECT INFORMATION

a. Project Title:

Aquatic Center and Public Safety Facility Expansion

b. Lead Agency Name and Address:

City of La Mirada
13700 La Mirada Boulevard
La Mirada, CA 90638

c. Contact Person and Phone Numbers:

John J. Di Mario, Assistant City Manager/Director of Community Development
(562) 943-0131 ext 2309

d. Project Location:

The project is located in the City of La Mirada's Civic Center complex, located at 13700 La Mirada Boulevard.

e. Project Sponsor's Name and Address:

City of La Mirada, California
13700 La Mirada Boulevard
La Mirada, CA 90638

f. General Plan Designation:

The project is located within areas designated by the 2003 La Mirada General Plan as Public/Institutional and Parks and Open Space. The current zoning for the project site is R-1, Single-Family Residential.

g. Description of Project:

The project consists of the addition of 2,700 square feet to the existing Resource Center building to serve the needs of the Los Angeles County Sheriff's Department. The project also consists of the construction of an aquatic center that will be used to host area swimming and diving competition and other community recreational aquatic programs. The Aquatic Center will have three pools, a spring board diving area, and appurtenant locker room and equipment buildings.

h. Surrounding Land Uses and Setting: Existing surrounding land uses are primarily residential. According to the La Mirada General Plan, land use designations in the project vicinity include low density residential, parks and open space, and various public and institutional uses.

2. ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- | | | |
|--|---|---|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Agriculture Resources | <input type="checkbox"/> Air Quality |
| <input type="checkbox"/> Biological Resources | <input type="checkbox"/> Cultural Resources | <input type="checkbox"/> Geology / Soils |
| <input type="checkbox"/> Hazards & Hazardous Materials | <input type="checkbox"/> Hydrology / Water Quality | <input type="checkbox"/> Land Use / Planning |
| <input type="checkbox"/> Mineral Resources | <input type="checkbox"/> Noise | <input type="checkbox"/> Population / Housing |
| <input type="checkbox"/> Public Services | <input type="checkbox"/> Recreation | <input type="checkbox"/> Transportation/Traffic |
| <input type="checkbox"/> Utilities / Service Systems | <input type="checkbox"/> Mandatory Findings of Significance | |

3. DETERMINATION

On the basis of this initial evaluation:

- ☐ I find that the proposed project **COULD NOT** have a significant effect on the environment, and a **NEGATIVE DECLARATION** will be prepared.
- ☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A **MITIGATED NEGATIVE DECLARATION** will be prepared.
- ☐ I find that the proposed project **MAY** have a significant effect on the environment, and an **ENVIRONMENTAL IMPACT REPORT** is required.
- ☐ I find that the proposed project **MAY** have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An **ENVIRONMENTAL IMPACT REPORT** is required, but it must analyze only the effects that remain to be addressed.
- ☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or **NEGATIVE DECLARATION** pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or **NEGATIVE DECLARATION**, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Signature

John Di Mario, Assistant City Manager/Director of Community Development

Date

4/14/06
City of La Mirada, CA

4. EVALUATION OF ENVIRONMENTAL IMPACTS

Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
--------------------------------------	--	------------------------------------	--------------

I. AESTHETICS – Would the project:

a) Have a substantial adverse effect on a scenic vista? ☐ ☐ ☒ ☐

(Source: Project Description, LMGP, site visit)

The project consists of the expansion of the Los Angeles County Sheriff La Mirada Station within the existing La Mirada Civic Center as well as the construction of an aquatic center located on land adjacent to the Civic Center complex within the existing La Mirada Community Regional Park. The La Mirada Civic Center consists of several government and community buildings situated in a campus-like setting, adjacent to the La Mirada Community Regional Park. The expansion of the Sheriff Station includes the addition of 2,700 square feet of space attached to the current Resource Center structure. Said expansion will minimally alter the exterior of the existing building and therefore, not result in an adverse effect on a scenic vista. The proposed aquatic center will likewise not result in an adverse effect on a scenic vista since it will be constructed within the existing Civic Center area, an area where such a land use would be compatible. Therefore, impacts are considered less than significant.

b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway? ☐ ☐ ☐ ☒

(Sources: Project Design, LMGP, DOT, LACGP)

The project area is not located near any designated State Scenic Highways, within any designated Scenic Highway Corridors, or within any roadways listed as proposed or eligible by Los Angeles County or the state of California. The project consists of the construction of an aquatic center and the expansion of the Sheriff Station located within the Resource Center building, which are principally within the existing La Mirada Civic Center area and part of the La Mirada Community Regional Park. Due to the developed/disturbed project vicinity, construction of the project will not result in damage to or removal of scenic resources within the proposed project area, and the fact that there are no state-designated or eligible scenic highways near the project site, there are no impacts.

c) Substantially degrade the existing visual character or quality of the site and its surroundings? ☐ ☐ ☒ ☐

(Source: Project Description)

See response to Item I(a), above.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area? (Source: Project Description)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The proposed project will include a substantial amount of light from the new facilities and the appurtenant parking lots since exterior structure lighting and light poles will be used. The introduction thereof could adversely affect nighttime views in the project area. Adverse impacts are considered less than significant with mitigation incorporated.

MITIGATION MEASURES

MM Aesthetics 1: All outdoor light fixtures, including lighting for parking areas, will be shielded so that a minimum of 90% of the light rays emitted by the fixture are projected below the horizontal plane passing through the lowest point of the shield, and situated so as not to cause glare or excessive light spillage on neighboring land uses.

II. AGRICULTURE RESOURCES: In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project:

a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use? (Sources: Project Description, La Mirada GP)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--	--------------------------	--------------------------	--------------------------	-------------------------------------

The City of La Mirada is a built-up urban area with no currently farmed or designated farmland. The City of La Mirada General Plan does not include a land use designation related to farming. The project site is currently city park land and is not designated as Prime Farmland. Implementation of the proposed project will not result in the conversion of any identified farmland to non-agricultural use. Therefore, no impacts are expected.
(Sources: La Mirada GP)

The proposed project activities will occur within a previously-developed area and will therefore, not conflict with agricultural uses. There are no Williamson Contracts in effect for the project site. Therefore, no impacts are expected.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

(Source: La Mirada GP)

The proposed project activities will occur within a previously-developed area and will therefore, not conflict with agricultural uses. There are no Williamson Contracts in effect for the project site. Therefore, no impacts are expected.

c) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
---	--------------------------	--------------------------	--------------------------	-------------------------------------

(Sources: La Mirada GP)

See response to Item II (a).

III. AIR QUALITY – Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:

a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
---	--------------------------	--------------------------	-------------------------------------	--------------------------

(Sources: Webb 3, SCAQMD 1, SCAQMD 2)

The Air Quality Management Plan (AQMP) for the South Coast Air Basin (SCAB) sets forth a comprehensive program that will lead the SCAB into compliance with all federal and state air quality standards. The AQMP control measures and related emission reduction estimates are based upon emissions projections for a future development scenario derived from land use, population, and employment characteristics defined in consultation with local governments. Accordingly, conformance with the AQMP for development projects is determined by demonstrating compliance with local land use plans and/or population projections.

The proposed project is designated as Public Institutional and Open Space. The proposed uses are allowable uses under their respective designations. Therefore, the project is consistent with the City's General Plan and subsequently the AQMP. As a result, it will not conflict with or obstruct implementation of the AQMP.

b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
--	--------------------------	--------------------------	-------------------------------------	--------------------------

(Sources: Webb 3, SCAQMD 1)

The short-term construction emissions from this project were modeled using URBEMIS2002 for Windows computer program (Appendix A). The Project is expected to be built in 1 year, starting in July 2006, and

Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
--------------------------------------	--	------------------------------------	--------------

will include demolition and site grading before building construction begins. Maximum daily short-term emissions are 41.36 lbs for ROG, 97.75 lbs for NO_x, 112.55 lbs for CO, 0.21 lbs for SO₂, and 20.19 lbs for PM-10, which will not exceed the regional and localized thresholds set by SCAQMD. Additionally, construction emissions were shown to be below the SCAQMD localized thresholds of significance.

Long-term emissions from the Project are 24.45 lbs for ROG, 33.02 lbs for NO_x, 346.29 lbs for CO, 0.21 lbs for SO₂, and 31.66 lbs for PM-10 in summer, and 27.43 lbs for ROG, 47.72 lbs for NO_x, 333.31 lbs for CO, 0.17 lbs for SO₂, and 31.66 lbs for PM-10 in winter. The long-term emissions for all criteria air pollutants do not exceed the SCAQMD regional and localized thresholds of significance for both summer and winter. Additionally, project-generated traffic will not contribute to either the CAAQS or NAAQS for CO emissions to be exceeded and will not form any CO hotspots in the project vicinity. Therefore the impacts are considered less than significant.

MITIGATION MEASURES

Although the project's emissions do not exceed the established SCAQMD thresholds of significance, the following mitigation measures shall be implemented in order to further reduce emissions from project construction.

MM Air 1: During construction, mobile construction equipment will be properly maintained at an offsite location, which includes proper tuning and timing of engines. Equipment maintenance records and equipment design specification data sheets shall be kept on-site during construction.

MM Air 2: Prohibit all construction vehicles from idling in excess of five minutes, both on-site and off-site.

MM Air 3: Configure construction parking to minimize traffic interference.

MM Air 4: Water active grading sites at least twice daily.

MM Air 5: Reduce on-site vehicle speed to less than 15 miles per hour.

c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?

☐
☐
☒
☐

(Sources: Webb 3, SCAQMD 1, SCAQMD 2)

The portion of the South Coast Air Basin within which the project is located is designated as a non-attainment area for ozone and PM-10 under state standards, and as a non-attainment area for ozone, carbon monoxide, PM-10, and PM-2.5 under federal standards. The preceding analysis demonstrates that the project's projected emissions are not above the applicable SCAQMD thresholds.

In evaluating the cumulative effects of the project, Section 21100(e) of CEQA states that "previously

Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
--------------------------------------	--	------------------------------------	--------------

approved land use documents including, but not limited to, general plans, specific plans, and local coastal plans, may be used in cumulative impact analysis.” In addressing cumulative effects for air quality, the AQMP utilizes approved general plans and, therefore, is the most appropriate document to use to evaluate cumulative impacts of the subject project. This is because the AQMP evaluated air quality emissions for the entire south coast air basin using a future development scenario based on general plan land use designations and set forth a comprehensive program that would lead the region, including the project area, into compliance with all federal and state air quality standards. Since the project is in compliance with the AQMP it is appropriate to conclude that the project’s incremental contribution to criteria pollutant emissions is not cumulatively considerable.

d) Expose sensitive receptors to substantial pollutant concentrations?

☐
☐
☒
☐

(Sources: Webb 3, SCAQMD 1)

Currently, there are sensitive receptors in the project area in the form of residential development. The nearest residential unit to the project site is located approximately 792 feet to the north of the site. The nearest residential unit to the south is approximately 1,042 feet away. Land to the east is an existing 245-acre regional park. The land uses to the west are existing civic center uses. The short-term and long-term impacts related to construction and operation of the project do not exceed any of the SCAQMD thresholds and therefore the project will not expose sensitive receptors to substantial pollutant concentrations.

e) Create objectionable odors affecting a substantial number of people?

☐
☐
☒
☐

(Sources: Webb 3, SCAQMD 1)

The project presents the potential for generation of objectionable odors in the form of diesel exhaust during construction in the immediate vicinity of the project site. Recognizing the short-term duration and small quantities of emissions in the project area, the project will not expose substantial numbers of people to objectionable odors. Impacts from short term construction odors are considered less than significant. Long-term impacts related to project operation are not expected to be significant as the creation of objectionable odors is not common in institution and public recreation facilities land uses.

IV. BIOLOGICAL RESOURCES – Would the project:

a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?

☐
☐
☒
☐

(Source: Project Description)

The proposed aquatic center will not have a substantial adverse effect on any species identified above. The project will be located on a portion of the La Mirada Community Regional Park grounds, which consists of human-constructed landscaping and is not considered, nor was intended as, natural or native habitat. The

Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
--------------------------------------	--	------------------------------------	--------------

Park is surrounded for miles by urban land uses and its relatively small size does not present a substantial nesting habitat area for sensitive species. Additionally, the area is not known to contain habitat generally supportive of listed or otherwise sensitive species, nor is it a known flyway or corridor for sensitive migratory birds. Thus, due to the project's relatively small area, the temporary nature of the disturbance (if any) caused by construction, as well as the lack of suitable habitat, impacts are expected to be less than significant.

The Sheriff Station expansion is within the existing La Mirada Civic Center complex and will occur on the existing courtyard entry and driveway on the northeast side of the existing Resource Center. Therefore, no impacts are expected.

b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	-------------------------------------	--------------------------

(Sources: Project Description)

Because La Mirada is a mostly built-out community (as is the area around the city), neither the city, nor the proposed project site, contain substantial natural resources such as forests or wildlife habitat. The project area does not contain riparian habitat or other sensitive natural communities; therefore, impacts are expected to be less than significant as a result of this project.

c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	--------------------------	--------------------------	-------------------------------------

(Sources: Project Description)

The project area does not contain federal wetlands as defined by Section 404 of the Clean Water Act; therefore, no impacts are expected as a result of this project.

d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	-------------------------------------	--------------------------

(Sources: Project Location, LA County General Plan)

Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
--------------------------------------	--	------------------------------------	--------------

See Response IV(a) above. Impacts are expected to be less than significant.

e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	--------------------------	--------------------------	-------------------------------------

(Sources: City of La Mirada General Plan, Project Description, LMMC)

The site is located within an urban setting and does not contain native vegetation. The site of the proposed aquatic center is located on existing park land which contains grass and planted trees and is subject to frequent human disturbances. The Sheriff Station expansion will occur within an existing courtyard entry and driveway and will be attached to the existing structure. No locally designated policies or ordinances have been adopted to preserve trees (with the exception of parkway trees located within public right-of-ways). Therefore, no significant impacts are anticipated.

f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	--------------------------	--------------------------	-------------------------------------

(Sources: City of La Mirada General Plan, LA County General Plan)

There are no Habitat Conservation Plans, Natural Community Conservation Plans, or other approved habitat conservation plans that affect the project site or the city of La Mirada. No significant impacts are anticipated.

V. CULTURAL RESOURCES – Would the project:

a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	-------------------------------------	--------------------------

(Sources: LMGP, Project Description)

Substantial adverse change in the significance of a historical resource means physical demolition, destruction, relocation, or alteration of the resource or its immediate surroundings such that the significance of an historical resource would be materially impaired.

The proposed aquatic center will be constructed on land that is currently as La Mirada Community Regional Park. The Sheriff Station expansion will be constructed on an existing parking lot and attached to the existing Resource Center structure. No known historic resources exist within the project area; Therefore, impacts are expected to be less than significant.

b) Cause a substantial adverse change in the significance of an archaeological

<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	-------------------------------------	--------------------------	--------------------------

Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
--------------------------------------	--	------------------------------------	--------------

resource pursuant to §15064.5?

(Sources: LMGP, Project Description)

The proposed aquatic center will be located in a portion of the La Mirada Community Regional Park. The proposed Sheriff Station expansion will be constructed within an existing courtyard entry and driveway and will be attached to the existing Resource Center building. No known archaeological resources exist within the project area. Since the project area has been previously disturbed through grading and construction activities, it is not likely that archaeological artifacts will be discovered during construction of the proposed project. However, during earthmoving activities, the possibility of finding an unknown buried archaeological resource exists. Therefore, the implementation of MM Cult 1 below will reduce impacts to less than significant levels.

c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

☐
☒
☐
☐

(Sources: LMGP, Project Description)

Paleontological resources include fossils of plant and animal remains from prehistoric eras. Certain rock units may have greater propensity than others to contain paleontological resources. However, the proposed project has previously been disturbed by grading and construction activities and the likelihood of the discovery of said resource is small. To further reduce the likelihood of the destruction of a paleontological resource, MM Cult 1 and MM Cult 2 below shall be implemented. Impacts will be less than significant with the implementation of said mitigation measures.

d) Disturb any human remains, including those interred outside of formal cemeteries?

☐
☒
☐
☐

(Source: Project location)

The proposed project is not expected to disturb any human remains, including those interred outside of formal cemeteries. Due to the previously disturbed condition of the project site, and the fact that it is located adjacent to other developments, the discovery of human remains is extremely unlikely. However, to further reduce the likelihood of disturbing human remains, MM Cult 3 shall be implemented. Therefore, impacts to human remains are less than significant with the implementation of the below-listed mitigation measure (MM Cult 3).

MITIGATION MEASURES

MM Cultural 1: The city will retain a qualified archaeologist to monitor the project's excavation activities. By doing so, if buried materials of historical, cultural, or archaeological significance are accidentally discovered during any earth-moving operations associated with the proposed project, all work in that area should be halted or diverted until the on-site qualified archaeologist can evaluate the nature and significance of the finds. If the find is determined to be an historical or unique archaeological resource, as defined in Section 15064.5 of the California Code of Regulations (State CEQA Guidelines), avoidance or other appropriate measures shall be implemented.

Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
--------------------------------------	--	------------------------------------	--------------

MM Cultural 2: The city will retain a qualified paleontologist to monitor the project's excavation activities. By doing so, should construction/development activities uncover paleontological resources, work will be moved to other parts of the project site and the on-site qualified paleontologist shall be contacted to determine the significance of these resources. If the find is determined to be significant, avoidance or other appropriate measures shall be implemented.

MM Cultural 3: In the event of the accidental discovery or recognition of any human remains during excavation/construction, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until the County Coroner has been contacted (CA Health & Safety Code Section 7050.5 and CA RPC Section 5097.98) and any required investigation or required Native American consultation has been completed.

VI. GEOLOGY AND SOILS – Would the project:

a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:

i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.

(Sources: JENN, LMGP, GEO)

☐ ☐ ☒ ☐

The site is located in the greater Los Angeles basin area. The Los Angeles basin is located in the southern portion of the Transverse Range geomorphic province. Situated on what is known as the "central block," a northwest trending structural block, the site is defined by the Whittier fault zone on the northeast, the Newport-Inglewood fault zone on the southwest, the Santa Monica fault zone on the northwest, and the Santa Ana Mountains on the southeast. Although the site is located in seismically active Southern California region within the influence of several fault systems that are considered to be active or potentially active, there are no known active fault systems located near the project location. The nearest known active fault is the Whittier Fault, located approximately 4.5 miles away. The occurrence of fault rupture on the project site is considered low, thus, impacts are considered less than significant.

ii) Strong seismic ground shaking?

☐ ☒ ☐ ☐

(Sources: GEO, JENN, LMGP)

The potential for strong seismic ground shaking is always present in the Southern California region. The Geotechnical Investigation Report prepared for the project found that there is the potential for strong seismic ground shaking on the site due to its proximity to the Whittier Fault (4.5 miles). Said report found that there is a 10% probability of an exceedance in 50 years for an acceleration of 0.43g for alluvial sites

Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
--------------------------------------	--	------------------------------------	--------------

within the project area. The project site is located within Seismic Zone 4 of the 1997 Uniform Building Code (UBC) which contains specific building design guidelines to help reduce risks related to seismic activities. With the implementation of the below-listed mitigation measures (MM Geo 1-3), impacts are expected to be less than significant.

iii) Seismic-related ground failure, including liquefaction?

<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	-------------------------------------	--------------------------	--------------------------

(Sources: GEO, LMGP)

Liquefaction is a process by which water-saturated materials lose strength and fail during strong ground shaking. According to the Geotechnical Investigation Report prepared for the project site, the likelihood of liquefaction occurring in the event of seismic activity is low. This is a result of the fact that the subsurface soil investigation conducted for the project revealed a water table level of around 30 feet below ground surface and the presence of unsaturated clays, sandy lean clays, fat clays, elastic silts and silts typically firm to hard. However, to further avoid potential problems relating to liquefaction, the project will incorporate the below-listed mitigation measures (MM Geo 1-3) and the impacts related to liquefaction are expected to be less than significant.

iv) Landslides?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	--------------------------	--------------------------	-------------------------------------

(Source: GEO)

There are no significant slopes within the vicinity of the proposed project site which would generate landslides. The Geotechnical Investigation Report does not consider landslides or other forms of natural slope instability as a significant hazard to the proposed project. Therefore, no impacts are expected.

b) Result in substantial soil erosion or the loss of topsoil?

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	-------------------------------------	--------------------------

(Source: Project design)

As required by the Clean Water Act, this project will have to obtain permit coverage under the National Pollutant Discharge Elimination System (NPDES) and State Water Resources Control Board Order No. 99-08-DWQ with implementation of an effective Storm Water Pollution Prevention Plan (SWPPP) if its area is greater than one acre. With implementation of a SWPPP that incorporates sediment control and erosion control measures, impacts from soil erosion and topsoil loss are considered less than significant.

c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?

<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	-------------------------------------	--------------------------	--------------------------

(Sources: GEO, Project design)

Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
--------------------------------------	--	------------------------------------	--------------

The relatively planar topography of the site precludes the chance of any on- or off-site landslides (see Response VI(a)(iv) above). The Geotechnical Investigation Report prepared for the project site found that the fill and native soils used and located at the project site have a minimal collapse potential, and minimal likelihood of liquefaction (see Response VI(a)(iii) above). Expansion index performed on the site soils found that they were moderately expansive. Implementation of the below-listed mitigation measures (MM Geo 1-3) will reduce impacts to levels below significant.

- d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property? ☐ ☒ ☐ ☐
- (Source: USDA)

As discussed above, the Geotechnical Investigation Report prepared for this project found that on-site soils are moderately expansive. However, impacts will be less than significant with the implementation of the below-listed mitigation measures.

- e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water? ☐ ☐ ☐ ☒
- (Source: Project Design)

The proposed project will not include the construction or need for septic tanks or alternative waste water disposal systems. Therefore, no impacts are expected.

MITIGATION MEASURES

MM Geo 1: The project shall comply with all recommendations set forth in the Geotechnical Investigation Report prepared for the project. These are found in Sections 7.0 through 13.0 of said report and include: 1) over-excavation and replacement with engineered fill of optimum moisture content and minimal organic materials to eliminate lateral spreading or collapse, 2) the elimination of cut/fill transition to eliminate differential settlement, 3) specific footing design for stability, 4) retaining wall design to mitigate lateral earth pressures from on-site fill materials, 5) sub-surface drainage, utility trench backfill requirements, 6) pool shell bearing value of 1,500 pounds per square foot plus any lateral pressures imposed by adjacent footings, 7) specific plumbing fixtures, 8) subgrade preparation for concrete flatwork to mitigate lateral spreading, 9) and temporary construction slopes.

MM Geo 2: Prior to the issuance of a grading permit, the applicant shall provide the City Engineer with the following for review and approval:

Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
--------------------------------------	--	------------------------------------	--------------

- a. Final grading plan in accordance with all applicable UBC and City requirements,
- b. Erosion control plan incorporating City requirements, and
- c. Final Geologic and Geotechnical reports. These reports shall further evaluate soil conditions and discuss how project walls, foundations, drains, etc., will be supported. All structures shall be constructed in accordance with the g-factors indicated in the final geotechnical report. Calculations for foundations, footings, and structural members' ability to withstand said g-factor shall be submitted.

MM Geo 3: The project shall conform with all applicable standards set forth for Seismic Zone 4 of the 1997 Uniform Building Code. These standards are designed to reduce damage to structures and increase inhabitant safety therein as a result of seismic activity.

VII. HAZARDS AND HAZARDOUS MATERIALS – Would the project:

- a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials? ☐ ☒ ☐ ☐

(Sources: Project Design, MSDS)

The proposed project involves the expansion of the public safety building and the construction of an aquatic center. The proposed aquatic center includes three swimming pools. These pools will be sanitized using chlorine bleach (sodium hypochlorite) and acceptable pH levels will be maintained using muriatic acid (chlorohydric acid). Both of these substances will be used and stored on-site. As much as 1,000 gallons of chlorine bleach will be stored in two separate locations (500 gallons each) and 350 gallons of muriatic acid will also be stored on-site. These chemicals pose certain risks to humans in the immediate area if contact or inhalation should occur in the event of a large spill. However, neither of these chemicals pose a significant community health risk. The design of the storage areas will reduce the likelihood of accidental release. The project design proposes chemical storage in dual-lined tanks located in containment pits in accordance with OSHA standards. In addition, implementation of the below-listed mitigation measures shall reduce impacts to public safety below the level of significance.

- b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment? ☐ ☒ ☐ ☐

(Sources: Project Design, MSDS)

See Response VII (a) above. As stated, the Aquatic Center involves the use and storage of chemicals used to clean and chemically balance the pools. The chlorine bleach (sodium hypochloride) and muriatic acid (chlorohydric acid) pose moderate health risks through contact and inhalation in the immediate vicinity if released. The project design proposes chemical storage in dual-lined tanks located in containment pits in accordance with OSHA standards. In addition, implementation of the below-listed mitigation measures

Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
--------------------------------------	--	------------------------------------	--------------

shall reduce impacts to public safety below the level of significance.

c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	-------------------------------------	--------------------------	--------------------------

(Sources: THOM, Project design, MSDS)

The proposed aquatic center will store chemicals necessary for the operation of the swimming pools on-site (see response to VII(b) above). La Mirada High School is located approximately one half mile east of the proposed project site. With the distance of the school from the project site and the implementation of mitigation measure MM Haz 1 below, impacts are considered less than significant.

d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	-------------------------------------	--------------------------

(Source: DTSC)

A search of the California Department of Toxic Substance (DTSC) database compiled pursuant to Government Code Section 65962.5 using the 90638 zip code yielded no contaminated sites. DTSC is required to compile said database and update it as necessary, not less than annually, and submit it to the Secretary of Environmental Protection. As a result, impacts are expected to be less than significant.

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	--------------------------	--------------------------	-------------------------------------

(Source: THOM)

The project site is not within an airport land use plan (ALUP), nor within two miles of an airport for which an ALUP has been adopted. No impacts are expected.

f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	--------------------------	--------------------------	-------------------------------------

(Source: THOM)

The project site is not located within the vicinity of a private airstrip. No impacts are expected.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan? (Source: Project design)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Implementation of the proposed project will not interfere with evacuation or emergency response plans. Road access will be maintained during project construction. No impacts are expected.

h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands? (Source: Project location)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--	--------------------------	--------------------------	--------------------------	-------------------------------------

The proposed project site is not located within a designated hazardous fire area. Project activities will occur within an existing developed lot and within La Mirada Community Regional Park. The project will not expose people or structures to a significant risk of loss, injury or death involving wildland fires. No impacts are expected.

MITIGATION MEASURES

MM Haz 1: The chemicals required for sanitation and pH balancing of the swimming pools (sodium hypochlorite and muriatic acid, respectively) are oxidizers. Oxidizers are covered under the Uniform Fire Code (UFC) which regulates the manner of storage and conveyance of said chemicals. The project will be required to comply with the provisions of the UFC in order to obtain final approval. The design standards required by the applicable UFC codes will mitigate the risks associated with the storage of these chemicals.

VIII. HYDROLOGY AND WATER QUALITY – Would the project:

a) Violate any water quality standards or waste discharge requirements? (Sources: Project Design, SWRCB)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
---	--------------------------	--------------------------	-------------------------------------	--------------------------

The construction of the proposed project has the potential to result in storm water discharges from soil disturbance during construction. However, the project will be required to comply with the NPDES Statewide General Construction Permit ("General Permit for Stormwater Discharges Associated with Construction Activity – Order No. 99-08-DWQ") requirements, including preparation of a SWPPP, which implements Best Management Practices (BMPs) to prevent storm water pollution. Since the total area disturbed as part of the construction of the proposed project will be more than one acre, a Storm Water Pollution Prevention Plan (SWPPP) will be required. The SWPPP will outline and describe the BMPs which will be used to minimize potential sediment transport that could impact water quality.

Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
--------------------------------------	--	------------------------------------	--------------

Additionally, the proposed project must satisfy the requirements of the Los Angeles County MS4 Permit as requiring a Standard Urban Stormwater Mitigation Plan (SUSMP) set forth in State Water Board Order WQ 2000-11. The project falls under the category of having a parking lot 5,000 square feet or more of surface area or greater than 25 parking spaces. The SUSMP outlines the necessary BMPs which must be incorporated into design plans to mitigate operational storm water runoff from the project.

The project's conformance with the SWPPP and SUSMP for construction and operational storm water discharge respectively will ensure compliance with water quality discharge requirements. As a result, impacts are expected to be less than significant.

b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?

☐ ☐ ☒ ☐

(Source: Project Design)

The proposed project will obtain all of its water from Suburban Water Systems which serves a 41 square-mile area around the city of La Mirada. The project itself will not extract groundwater from the site and therefore, will not result in a net deficit aquifer volume. In addition, the project will not interfere with substantial groundwater recharge because the site is not considered a regionally-significant groundwater recharge area due to the built-up nature of the area surrounding the project site. Impacts are considered less than significant.

c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?

☐ ☐ ☐ ☒

(See response to VIII.a.)

d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?

☐ ☐ ☐ ☒

Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
--------------------------------------	--	------------------------------------	--------------

The proposed project will not alter the course of a river or stream since neither exist on the site.

e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	-------------------------------------	--------------------------

(Source: Project Design)

The proposed project will use the existing city stormwater system. The city is currently a built-up area with adequate capacity in area storm drains. There is an existing 30" storm drain within the La Mirada Boulevard right-of-way. According to the Public Works Director for the City, the existing drain has adequate capacity and there have been no incidents of flooding, nor are any anticipated. Impacts are expected to be less than significant.

f) Otherwise substantially degrade water quality?

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	-------------------------------------	--------------------------

(See response to VIII.a.)

g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	--------------------------	--------------------------	-------------------------------------

(Source: LMGP)

According to the La Mirada General Plan, the project site is not located within a FEMA designated 100-year flood zone; additionally, the proposed project is not a housing project and therefore, will not place housing within a designated flood hazard area. No impacts are expected

h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	--------------------------	--------------------------	-------------------------------------

(Source: LMGP)

The project site is not located within a FEMA designated 100-year flood zone; additionally, none of the proposed project structures will be placed within a 100-year flood hazard area; therefore, will not impede or redirect flood flows. No impacts are expected.

i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	--------------------------	--------------------------	-------------------------------------

(Sources: Project location, THOM)

Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
--------------------------------------	--	------------------------------------	--------------

There are no dams or levees in the proximity of the project site area, nor would development of the project site result in adverse conditions that could weaken or damage flood-control structures. The project site is not located in a Dam Inundation Area. No impacts are expected.

j) Inundation by seiche, tsunami, or mudflow?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	--------------------------	--------------------------	-------------------------------------

(Source: THOM)

The physical conditions associated with these phenomena are not present in the project vicinity. Therefore, no impacts are expected.

IX. LAND USE AND PLANNING – Would the project:

a) Physically divide an established community?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	--------------------------	--------------------------	-------------------------------------

(Sources: Project Design, LMGP)

The proposed project will occur within an area that has already been developed and is currently used for public purposes. The Resource Center expansion is an addition to an existing civic building and the Aquatic Center will be constructed adjacent to the existing Civic Center complex within existing park land. As a result, it will not divide an established community. No impacts are expected.

b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	--------------------------	--------------------------	-------------------------------------

(Sources: LMGP)

The proposed project is consistent with the applicable General Plan land use designation. The expansion of the Sheriff Station through the addition of 2,700 square feet to the existing building will be consistent with the Public/Institutional use to which it is designated. The construction of the Aquatic Center is consistent with the allowable uses to Park and Open Space land. Public-serving facilities are allowed within Parks and Open Space areas. As a result, no impacts are expected.

c) Conflict with any applicable habitat conservation plan or natural community conservation plan?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	--------------------------	--------------------------	-------------------------------------

(Sources: Project Design, LMGP)

The proposed project is not located within an area that is covered by a habitat conservation plan or natural community conservation plan. Therefore, no impacts are expected.

Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
--------------------------------------	--	------------------------------------	--------------

X. MINERAL RESOURCES – Would the project:

- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

(Sources: LMGP, Project location)

The site is located in an intensively urbanized area. No important significant mineral resources are known or suspected to exist on the subject property. Because a significant portion of the site is developed and does not contain any energy or mineral resources that are significant, either to the region or state, project implementation will not result in the loss of availability of a known mineral resource.

- | | | | | |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|
| b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

(Source: LMGP)

The Civic Center complex is not identified on the City's general plan, or other plan, as a locally-important source of mineral resources. The La Mirada Community Regional Park is noted in the General Plan as being of value as an "open space" element. The La Mirada Community Regional Park encompasses approximately 105 acres. Project impacts to the open space element are only a fraction of the total city-wide open space. The City's focus is on enhancing open space and ensuring recreation facilities/programs are adjusted over time. Because the proposed project is a recreational facility, impacts to the total open space element are considered less than significant.

XI. NOISE – Would the project result in:

- | | | | | |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|
| a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

(Source: Project Design, LMGP, Memo, MUNC)

The City of La Mirada General Plan does not set specific quantifiable thresholds for short-term construction noise. Rather, it is regulated by restricting the operating hours of construction equipment between the hours of 8:00 PM and 7:00 AM, Monday through Saturday, with no construction permitted on Sundays and holidays (Municipal Code 9.04.010(a)(4)). It is assumed that the project will comply with local laws and therefore, short-term construction impacts are expected to be less than significant.

The City of La Mirada General Plan does set quantifiable noise thresholds for long-term operational noise.

Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
--------------------------------------	--	------------------------------------	--------------

These noise thresholds are categorized by land use. Pertinent to this project are single-family residences with an acceptable outdoor CNEL of 60 dBA, office/civic buildings with an acceptable CNEL of 65 dBA, and playgrounds/parks/outdoor spectator sports facilities are acceptable at CNEL 70 dBA. The significant source of noise on and as a result of the project is from project-generated traffic on local roadways. In order to estimate the noise impacts to and resulting from the project, the LeqV2 computer model was used. The existing Average Daily Traffic (ADT) of 25,100 vehicles per day was input into the model along with the standard fleet mix (number of cars, medium and heavy duty trucks). The residences adjacent to La Mirada Boulevard to the north and south of the project have 6-foot walls fronting the roadway. These residences currently have a CNEL of 63.96 dBA, which exceeds the City's noise standards. Therefore, significance of the ambient noise created by the project had to be measured another way. Typically, an increase of 3 dBA CNEL is considered significant since this increase is barely perceptible to the human ear of average health. Therefore, the model was run again using the ADT with the project-generated traffic added to the existing ADT (27,700). The results showed a 0.42 dBA CNEL increase at the same residences located along La Mirada Boulevard. Therefore, there is no significant change in noise levels on nearby sensitive receptors as a result of the project.

The effects of noise on the project were also measured by using the previous model runs by the LeqV2 computer model. With project traffic included, there would be a CNEL level of 71.03 at 5-feet from the roadway with no barrier. The aquatic center site is located approximately 674 feet from La Mirada Boulevard. Thus, with the distance factored, the noise level at the western boundary of the Aquatic Center would be 49.7 dBA CNEL, well below the City's threshold for outdoor spectator sports/parks of 70 dBA CNEL. The proposed Resource Center expansion is attenuated by the existing building and City Hall and will not be impacted.

b) Exposure of persons to or generation of excessive ground-borne vibration or ground-borne noise levels?

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	-------------------------------------	--------------------------

(Source: Project Design)

Typical grading and construction techniques are anticipated for the construction of the project. No operations will result in excessive ground-borne vibration and/or noise. Impacts are expected to be less than significant.

c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	-------------------------------------	--------------------------

(Sources: Project Design, LMGP, Memo)

See Response XI(a) above. The increase in ambient noise as a result of the project was found to be 0.42 dBA CNEL. Since an increase of 3 dBA is barely perceptible to the human ear of average health, impacts are less than significant.

d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	-------------------------------------	--------------------------

Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
--------------------------------------	--	------------------------------------	--------------

the project?

(Sources: Project Design, LMGP, MUNC)

See Responses XI(a) and (c) above. The project will not result in a periodic significant or audible increase in ambient noise levels since the increased traffic on La Mirada Boulevard will increase only 0.42 dBA CNEL which is not perceptible to the human ear. Construction of the project may result in some temporary increases in noise levels. However, through compliance with the City of La Mirada's regulation of construction noise through Municipal Code 9.04.010(a)(4) which restricts hours of operation for construction vehicles and activities to 7:00 to 8:00 PM, Monday through Saturday with no Sunday or holiday activity, impacts will be less than significant.

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	--------------------------	--------------------------	-------------------------------------

(Sources: Project Design, THOM)

The proposed project is not located within an airport land use plan, nor is it within two miles of a public or private use airport. No impacts are expected.

f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	-------------------------------------	--------------------------

(Sources: LMGP, THOM)

The project is not located within the vicinity of a private airstrip. The nearest airport to the project site is the Fullerton Municipal Airport, located approximately 3 miles to the southeast. Therefore, less than significant impacts are expected.

XII. POPULATION AND HOUSING -- Would the project:

a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	--------------------------	--------------------------	-------------------------------------

(Source: Project Design)

The proposed project does not include new housing or businesses that may induce growth, nor does it propose the extension of infrastructure that may indirectly induce growth. The proposed project will expand the Sheriff Station and construct an aquatic center. Both of the aforementioned uses will improve the services provided to residents of the city. Therefore, no impacts are expected.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
--	--------------------------------------	--	------------------------------------	--------------

b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?

☐
☐
☐
☒

(Source: Project Design)

The nature of this project will not necessitate the construction of replacement housing since it does not involve the removal of any housing units. No impacts are expected.

c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?

☐
☐
☐
☒

(Source: Project Design)

See response to Item XII (b).

XIII. PUBLIC SERVICES – Would the project:

a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

Fire protection?

☐
☐
☒
☐

(Sources: Project design, Thomas Guide)

The City of La Mirada is part of the Los Angeles County Consolidated Fire District for fire protection services within the community. Los Angeles County Fire Station No. 49 is located within the existing Civic Center complex. Response time to the proposed Resource Center addition and the Aquatic Center would be immediate. In addition, Los Angeles County Fire Stations are located nearby in the cities of La Habra, Cerritos, Norwalk, and the unincorporated County area and could also respond in aid to No. 49. The Los Angeles County Fire Department will review the development plans as a condition of project approval and the project will have to demonstrate adequate emergency access. Impacts are expected to be less than significant.

Police protection?

☐
☐
☒
☐

(Source: Project proposal)

The nature of this project will not necessitate the construction of new facilities or increase the demand on police services. In fact, with the addition of space for the Los Angeles County Sheriff's Department within the existing Resource Center, police services will be improved throughout the city. Impacts are expected to be less than significant.

Schools?

☐
☐
☐
☒

Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
--------------------------------------	--	------------------------------------	--------------

(Source: Project design)

The nature of this project will not necessitate the construction of new school facilities or increase the demand on school services since it will not generate new residents. No impacts are expected.

Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------	--------------------------	--------------------------	--------------------------	-------------------------------------

(Source: Project design)

The nature of this project will not necessitate the construction of new facilities or increase the demand on existing parks since it will not generate new residents. Additionally, the construction of the Aquatic Center will improve the recreational services provided to the residents of the city. No impacts are expected.

Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	--------------------------	--------------------------	--------------------------	-------------------------------------

(Source: Project design)

The proposed project consists of the expansion of the police station facility within the Civic Center complex, as well as the construction of an aquatic center. These projects are not expected to facilitate the need for other public facilities. There are no other public facilities that would be adversely impacted as a result of implementation of the proposed project, thus no impacts are expected.

XIV. RECREATION – Would the project:

a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
--	--------------------------	--------------------------	-------------------------------------	--------------------------

(Source: Project design)

The proposed project involves the construction of a new recreational facility and the expansion of the Los Angeles County Sheriff's Station located within the existing Resource Center. The Sheriff Station expansion does not involve the generation of new residents who would impact local recreational facilities.

The construction of the Aquatic Center will provide new recreational facilities for residents of the city. While the Aquatic Center will attract a significant number of patrons, the design is such that it will not likely create a spillover into the existing park. The proposed aquatic center is self-contained and includes a snack shop, restrooms, various lawn areas, and shade structures so that it is not expected that an increase in use of existing recreation facilities will occur. Therefore, impacts to the existing recreation facilities are considered to be less than significant.

b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
--	--------------------------	--------------------------	-------------------------------------	--------------------------

Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
--------------------------------------	--	------------------------------------	--------------

environment?

(Source: Project design)

The proposed project involves the construction of a recreational facility. This recreational facility is intended to supplement the existing recreation facilities and will not result in the need for additional recreational facilities or adversely affect the environment within the city of La Mirada. Impacts are expected to be less than significant.

XV. TRANSPORTATION/TRAFFIC – Would the project:

a) Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?

☐
☒
☐
☐

(Source: Webb 2006, Project Design)

According to the Traffic Report prepared by Webb Associates (2006), the project will produce 3,490 additional trips per day; with 150 occurring during the peak AM period and 166 during the PM peak period. For intersections in Los Angeles County operating at level of service LOS C, the impact is considered significant if the project causes the volume-to-capacity ratio to increase by 0.04 or more. For intersections operating at LOS D, the impact is considered significant if the project causes the volume-to-capacity ratio to increase by 0.02 or more. For intersections operating at LOS E or F, the impact is considered significant if the project causes the volume-to-capacity ratio to increase by 0.01 or more.

Based on the criteria described above, when the project is operational, there is a significant impact at the intersection of La Mirada Boulevard and Rosecrans Avenue. This same intersection is also the only one with a significant impact when traffic from cumulative projects in the vicinity are also considered.

However, implementation of mitigation measures listed below will reduce the impact at La Mirada Boulevard and Rosecrans Avenue to a less than significant level.

b) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?

☐
☐
☒
☐

(Source: Project Design, Webb 2006)

The Traffic Report prepared for this project consulted the latest *Congestion Management Program for Los Angeles County (1999)* and found that this project will not impact any facilities covered therein. As a result, impacts are expected to be less than significant.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

(Source: Project design, THOM)

The project site is not located near an existing airport and as such will not pose a substantial safety risk regarding air traffic. No impacts are expected.

d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
--	--------------------------	--------------------------	-------------------------------------	--------------------------

(Source: Project Design)

The project will not create safety hazards due to design features. There are no sharp curves or dangerous intersections. Rather, with the incorporation of the below-listed mitigation measures, safety at project intersections will be increased. Therefore, with the implementation of MM Trans 3 and MM Trans 4 below, impacts are less than significant.

e) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
---	--------------------------	--------------------------	-------------------------------------	--------------------------

(Source: Project Design)

The project will be subject to City fire and building and safety guidelines which will be enforced during the design review process, prior to the issuance of building permits. As a result, impacts will be less than significant.

f) Result in inadequate parking capacity?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
---	--------------------------	--------------------------	-------------------------------------	--------------------------

(Source: Project Design)

The project will be subject to the City's design guidelines for parking during the design review process, prior to the issuance of building permits. Therefore, impacts will be less than significant.

g) Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
--	--------------------------	--------------------------	-------------------------------------	--------------------------

(Source: Project Design)

While the project does not propose any features aimed at promoting alternative transportation, it does not preclude it either. Additionally, since the project proposes a use with community-wide benefit adjacent to existing public service and recreation facilities, it could be asserted that the centralization of said uses encourages a more effective use of the existing public transit system in the city. Therefore, impacts are less than significant.

Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
--------------------------------------	--	------------------------------------	--------------

MITIGATION MEASURES

MM Trans 1: Prior to the issuance of a Certificate of Occupancy, the City shall modify the geometrics at the intersection of La Mirada Boulevard and Imperial Highway to the following:

Northbound: Two left-turn lanes and one through lane. One shared through and right-turn lane. One bike lane.

Southbound: Two left-turn lanes and two through lanes. One right-turn lane and one bike lane.

Eastbound: One left-turn lane and three through lanes. One right-turn lane.

Westbound: One left-turn lane and two through lanes. One shared through and right-turn lane.

MM Trans 2: Prior to the issuance of a Certificate of Occupancy, the City shall modify the geometrics at the intersection of La Mirada Boulevard and Project Driveway (North) to the following:

Northbound: One through lane. One shared right-turn and through lane. One bike lane.

Southbound: One left-turn lane and two through lanes. One bike lane.

Eastbound: N/A

Westbound: One shared left-turn and right-turn lane.

MM Trans 3: Prior to the issuance of a Certificate of Occupancy, the City shall modify the geometrics and signal phasing at the intersection of La Mirada Boulevard and Civic Center Drive to the following:

Northbound: One through lane. One shared right-turn and through lane. One bike lane.

Southbound: One left-turn lane (protected and permitted) and two through lanes. One bike lane.

Eastbound: N/A

Westbound: One left-turn lane and one right-turn lane.

MM Trans 4: Prior to the issuance of a Certificate of Occupancy, the City shall install a traffic signal at the intersection of La Mirada Boulevard and Alicante Road and modify the intersection to the following geometrics and signal phasing:

Northbound: One through lane. One shared right-turn and through lane. One bike lane.

Southbound: One left-turn lane (protected and permitted) and two through lanes. One bike lane.

Eastbound: N/A

Westbound: One left-turn lane and one right-turn lane.

MM Trans 5: Prior to the issuance of a Certificate of Occupancy, the City shall modify the geometrics at the intersection of Project Driveway and Alicante Road to the following:

Northbound: N/A

Southbound: One left-turn lane and one right-turn lane.

Eastbound: One shared left-turn and through lane.

Westbound: One shared through and one right-turn lane.

Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
--------------------------------------	--	------------------------------------	--------------

MM Trans 6: Prior to the issuance of a Certificate of Occupancy, the City shall modify the geometrics at the intersection of La Mirada Boulevard and Rosecrans Avenue to the following:

- Northbound: One left-turn lane and one through lane. One shared through and right-turn lane. One bike lane.
- Southbound: One left-turn lane and two through lanes. One right-turn lane. One bike lane.
- Eastbound: One left-turn lane and two through lanes. One right-turn lane.
- Westbound: One left-turn lane, and two through lanes and one right-turn lane.

MM Trans 7: Sight distance at the project entrance roadway shall be reviewed with respect to the City of La Mirada sight distance standards at the time of preparation of preparation of grading, landscape, and street improvement plans.

MM Trans 8: Signing/stripping shall be implemented in conjunction with detailed construction plans for the project site.

XVI. UTILITIES AND SERVICE SYSTEMS – Would the project:

- a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board? ☐ ☐ ☒ ☐

(Source: Project Design)

The project will not create significantly large amounts of wastewater such that the city's existing sewer system and the County Sanitation District of Los Angeles County regional facilities could accommodate the additional discharge. Impacts are expected to be less than significant.

- b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? ☐ ☐ ☒ ☐

(Sources: Project Design, SWS Memo, LACSD)

According to a letter to the City of La Mirada from Suburban Water Systems (SWS), the agency has adequate potable water capacity to serve the project. Thus, the project will not result in the need for SWS to expand capacity.

The proposed project receives wastewater conveyance and treatment from the Los Angeles County Sanitation District (LACSD). LACSD serves 5.1 million people in 78 cities and some incorporated areas of Metropolitan Los Angeles. Overall, LACSD treats 510 million gallons of wastewater per day (mgd). The amount of daily wastewater discharge estimated for the project based on gallons per acre is 1,463¹ gallons per day which is 0.00029% of LACSD's daily intake. Thus, impacts as a result of this project are expected

¹ Absent of wastewater discharge data for the City of La Mirada, the rate of 3,400 gallons per acre per day for Institutional land uses was used from the 1995 Sewer System Master Plan for the City of Ontario, California. Thus, 18,737 square feet/ 43,560 x 3400 = 1462.5 gallons per day.

Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
--------------------------------------	--	------------------------------------	--------------

to be less than significant.

c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?

☐
☐
☒
☐

(Source: Project Design)

The proposed project does not necessitate the construction or expansion of storm water collection and conveyance systems. Therefore, impacts are expected to be less than significant.

d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?

☐
☐
☒
☐

(Source: Project design, SWS)

Water to the proposed project will be provided by Suburban Water Systems (SWS). SWS has indicated that they have adequate water supplies to serve the proposed project and are willing to supply water thereto. As a result impacts are expected to be less than significant.

e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the projects projected demand in addition to the providers existing commitments?

☐
☐
☒
☐

(Source: Project design, LACSD)

See response to Item XVI(b). Impacts are expected to be less than significant.

f) Be served by a landfill with sufficient permitted capacity to accommodate the projects solid waste disposal needs?

☐
☐
☒
☐

(Source: Project design, CIWMB 1, CIWMB 2, LACSD)

Solid waste is collected and deposited by Consolidated Disposal Services into one of the Sanitation District of Los Angeles County's (SDLC) three active landfills. In 2002, the Los Angeles Regional Planning Commission adopted CUP No. 02-0274(4) which will allow SDLC to use the remaining 38 million tons of capacity of Puente Hills Landfill or close by 10/31/13, whichever comes first. In addition, the CUP requires the implementation of a variety of programs aimed at reducing solid waste as well as the mandate to expedite the waste-by-rail program. The waste-by-rail program is the County's long-term solution to waste disposal. The two remaining landfills operated by SDLC, Scholl Canyon and Calabasas, have remaining life

Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
--------------------------------------	--	------------------------------------	--------------

expectancy to 2024 and 2032, respectively.

According to the California Integrated Waste Management Board (CIWMB), in 2000, the city of La Mirada produced 42,805 tons of solid waste. Using waste generation rates also provided by CIWMB, the project is estimated to produce approximately 27.77 tons of solid waste per year ($[0.007 \times 21,738 \text{ square feet}]/2000$). Thus, the proposed project will generate approximately 0.00065% of the city's yearly waste output, or 0.00000397% of SDLC's daily permitted intake of non-hazardous waste ($[151 \text{ lbs per day}/2000]/19,000 \text{ tons daily permitted capacity}$). As a result, less than significant impacts are expected as a result of this project.

g) Comply with federal, state, and local statutes and regulations related to solid waste?

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	-------------------------------------	--------------------------

(Source: Project design, CIWMB)

This project will comply with federal, state, and local statutes and regulations regarding solid waste, including recycling and waste stream reduction measures pursuant to AB 939. Therefore, less than significant adverse impacts beyond are anticipated as a result of this project.

XVII. MANDATORY FINDINGS OF SIGNIFICANCE

a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	-------------------------------------	--------------------------

(Source: Above checklist)

The proposed project will be constructed within a previously-disturbed and highly urbanized area. Therefore, the existence of fish and wildlife species or their habitats currently do not, or are unlikely in the future, exist. As a result, the proposed project's impacts thereon are expected to be less than significant.

b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	-------------------------------------	--------------------------

Source: Above checklist

Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
--------------------------------------	--	------------------------------------	--------------

The proposed project does not have impacts that are individually limited, but cumulatively considerable. Although the existing noise levels in the project vicinity already exceed the 60 dBA exterior noise threshold established by the City, project-generated traffic will result in a 0.42 dBA increase in the ambient noise level, which is inaudible and is not considered cumulatively considerable. Therefore, impacts are less than significant.

c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

☐
☐
☐
☒

(Source: Above checklist)

Implementation of the proposed project does not present the potential for any direct or indirect substantial adverse impacts to human beings. No impacts are expected.

D. REFERENCES

The following documents were referenced as general information sources during the preparation of this document. They are available for public review at the locations abbreviated after each listing, with detailed information listed at the end of this section. These documents may also be available at public libraries and at other public agency offices.

- CIWMB 1** California Integrated Waste Management Board. *Waste Generation Charts*. Accessed 1/9/06. (Available at <http://www.ciwmb.ca.gov/wastechar/wastegenrates/default.htm>)
- CIWMB 2** California Integrated Waste Management Board. *Jurisdiction Profile for the City of La Mirada*. Accessed 1/9/06. (Available at <http://www.ciwmb.ca.gov/Profiles/Juris/JurProfile1.asp?RG=C&JURID=235&JUR=La+Mirada>)
- DOT** California Scenic Highway Mapping Program website. Accessed 11/19/2005. (Available at http://www.dot.ca.gov/hq/LandArch/scenic_highways/)
- DPW** Los Angeles County Department of Public Works. Development Planning for Storm Water Management, A Manual for the Standard Urban Storm Water Mitigation Plan (SUSMP). September 2002.
- DTSC** California Department of Toxic Substances. *Brownfield Database*. 2005. (Available at <http://www.dtsc.ca.gov/database/calsites/CALF001.cfm>)
- GEO** Sladden Engineering; *Geotechnical Study for the La Mirada Aquatic Center*, December 2005. (Available at City of La Mirada Planning Department.)
- HBCC** Hill Brothers Chemical Company. *Material Safety Data Sheets* for Hydrochloric Acid Solution (7/20/04) and Sodium Hypochlorite (12/17/03). (Available at <http://hillbrothers.com>)
- JENN** Jennings, Charles W. Fault Activity Map of California and Adjacent Areas. Department of Conservation Division of Mines and Geology. 1994.
- RWQCB** California Regional Water Quality Control Board Los Angeles Region. Waste Discharge Requirements for Municipal Storm Water and Urban Runoff Discharges within the County of Los Angeles, and the Incorporated Cities Therein. NPDES No. CAS004001, Order No. 01-0182 (Available at www.swrwb.ca.gov)
- LACGP** County of Los Angeles. Los Angeles County General Plan EIR. (Available at planning.co.la.ca.us)

- LACSD** Los Angeles County Sanitation District. *Fiscal Year 2002-2003 In Review*. Accessed 1/9/06. (Available at www.lacsd.org)
- LMGP** City of La Mirada. City of La Mirada General Plan. (Available at City of La Mirada Planning Department.)
- LMMC** City of La Mirada. *Municipal Code*. 2005. (Available at the City of La Mirada Planning Department or the City's website: <http://www.cityoflamirada.org/>)
- MEMO** La Mirada Aquatic Center and Resource Center Expansion Memorandum. Webb Associates, 2006. (Available at City of La Mirada Planning Department.)
- MUNC** La Mirada Municipal Code. American Legal website. Accessed 1/11/06. (Available at http://www.amlegal.com/nxt/gateway.dll/California/lamirada_ca/)
- NCCP** Natural Community Conservation Planning website. Accessed December 19, 2003. (Available at <http://www.dfg.ca.gov/nccp/index.html>).
- THOM** Rand McNally. Los Angeles and Orange Counties. Page- Los Angeles Co. -737. 2004 Version.
- UFC** International Fire Code Institute. *1997 Uniform Fire Code, Volume 1*. 1997. (Available at Uniform Fire Code Association website: <http://ufca.net/osb/showitem.cfm?Category=0>)
- USGS** U.S. Geologic Service. La Habra quadrangle, California. 7.5 Minute Series. (Available at www.topozone.com)
- SCAQMD 1** South Coast Air Quality Management District. SCAQMD CEQA Air Quality Handbook. November 1993. (Available at SCAQMD.)
- SCAQMD 2** South Coast Air Quality Management District. 2003 South Coast Air Quality Management Plan. August 2003. (Available at SCAQMD.)
- SITE VISIT** Stephanie Standerfer (Director of Planning and Environmental Services) and William Hoose (Environmental Planner) of Webb Associates. *Site Visit*. 11/8/2005.
- SWS** Suburban Water Systems. *Statement of Water Service for the Proposed La Mirada Aquatics Center*. 1/26/06. (Available at City of La Mirada Planning Department).
- WEBB 1** Albert A. Webb Associates. *Traffic Impact Study Report La Mirada Aquatic Center and Sheriff Station Expansion*, 2006. (Available at City of La Mirada Planning Department.)
- WEBB 2** Albert A. Webb Associates. *Noise Impact Analysis Memo*, 2006. (Available at City of La Mirada Planning Department.)

WEBB 3 Albert A. Webb Associates. *Air Quality Impact Analysis. La Mirada Aquatic Center and Sheriff Station Expansion, 2006. (Available at City of La Mirada Planning Department.)*

Location: Address: _____

City of La Mirada 13700 La Mirada Boulevard, La Mirada, CA 90638

SCAQMD South Coast Air Quality Management District, 21865 East Copley Drive,
Diamond Bar, CA 91765

DOCUMENT PREPARATION STAFF

City of La Mirada

John J. Di Mario, Assistant City Manager/Director of Community Development

Albert A. Webb Associates, Inc.

Stephanie Standerfer, Director of Planning and Environmental Services

Jillian Baker, Ph.D., Senior Environmental Analyst

Dean Ritter, Assistant Environmental Analyst

APPENDIX A

MITIGATION MONITORING PROGRAM

MITIGATION MONITORING and REPORTING PROGRAM

for the

La Mirada Aquatic Center and Resource Center Expansion

City of La Mirada



May 2006

Mitigation measures were incorporated into this project to reduce environmental impacts identified in the project initial study to below the level of significance. A written monitoring report will be compiled to verify implementation of adopted mitigation measures. The following table provides a summary format for the written report, including identification of the various mitigation measures, applicable implementation stage, identification of the designated monitor, and verification of implementation of each mitigation measure.

The designated monitor, or their designee, will be responsible for review of project plans and monitoring of project construction to verify compliance with the mitigation measures set forth in this monitoring program. Compilation of verification reports and documentation of final compliance with provisions of the plan will be coordinated by the City of La Mirada Director of Community Development. A completed report will fulfill the City of La Mirada's responsibilities under the provisions of Public Resources Code Section 21081.6.

Designated Monitor: City of La Mirada – Community Development Department
13700 La Mirada Blvd
La Mirada, CA 90638
(562) 943-0131

Contact Person: John J. Mario, Assistant City Manager/Director of Community Development, (562) 943-0131

Responsibility: Monitor implementation of specific measures.

The following clarifies the meaning of each column in the following table:

Impact Category: Identifies potentially affected resource/environmental condition.

Mitigation Measure: Those measures that will be implemented to minimize possible significant environmental impacts.

Implementation Timing: The phase of the project in which implementation and compliance will be monitored.

Designated Monitor: Entity responsible for monitoring implementation of the mitigation measure.

Method of Verification: Identifies mechanism by which implementation will be verified.

Compliance Verification: To be signed and dated by the Assistant City Manager/Community Services Director upon receipt of written verification of each mitigation measure.

MITIGATION MONITORING & REPORTING PROGRAM

City of La Mirada Community Development Agency Aquatic Center and Resource Center Expansion Project

Impact Category	Mitigation Measure	Implementation Timing	Designated Monitor	Method of Verification	Compliance Verification
Aesthetics	MM Aesthetics 1: All outdoor light fixtures, including lighting for parking areas, will be shielded so that a minimum of 90% of the light rays emitted by the fixture are projected below the horizontal plane passing through the lowest point of the shield, and situated so as not to cause glare or excessive light spillage on neighboring land uses.	Prior to the issuance of certificate of occupancy	La Mirada Community Development Agency or designee	Written Report to La Mirada Community Development Agency	
Air	MM Air 1: During construction, mobile construction equipment will be properly maintained at an offsite location, which includes proper tuning and timing of engines. Equipment maintenance records and equipment design specification data sheets shall be kept on-site during construction.	During Construction	La Mirada Community Development Agency or designee	Construction reports	
Air	MM Air 2: Prohibit all construction vehicles from idling in excess of five minutes, both on site and off-site.	During Construction	La Mirada Community Development Agency or designee	Construction reports	
Air	MM Air 3: Configure construction parking to minimize traffic interference.	During Construction	La Mirada Community Development Agency or designee	Construction reports	

Impact Category	Mitigation Measure	Implementation Timing	Designated Monitor	Method of Verification	Compliance Verification
Air	MM Air 4: Water active grading sites at least twice daily.	During Construction	La Mirada Community Development Agency or designee	Construction reports	
Air	MM Air 5: Reduce on-site vehicle speed to less than 15 miles per hour.	During Construction	La Mirada Community Development Agency or designee	Construction reports	
Biological Resources	MM Bio 1: If grading permits are issued for the proposed project such that site clearance/grading would occur between February 1 st and August 31 st , the nesting season of potentially occurring migratory birds and sensitive bird species, these species may be affected. Therefore, a pre-construction field survey by a qualified biologist is required to determine if active nests of species protected by MBTA or California Fish and Game Code are present in the construction zone or within a buffer of 500 feet. Pre-construction nesting/breeding surveys shall be conducted on any mature trees slated for removal. If no active nests are found during the survey, grading activities may proceed. If active nests are found during the survey, appropriate Incidental Take Permits may be required from UFWFS and/or CDFG to proceed.	Prior to the issuance of grading permits	La Mirada Community Development Agency or designee	Written Report to La Mirada Community Development Agency	

Impact Category	Mitigation Measure	Implementation Timing	Designated Monitor	Method of Verification	Compliance Verification
Cultural Resources	<p>MM Cultural 1: The city will retain a qualified archaeologist to monitor the project's excavation activities. By doing so, if buried materials of historical, cultural or archaeological significance are accidentally discovered during any earth-moving operations associated with the proposed project, all work in that area should be halted or diverted until the on-site qualified archaeologist can evaluate the nature and significance of the finds. If the find is determined to be an historical or unique archaeological resource, as defined in Section 15064.5 of the California Code of Regulations (State CEQA Guidelines), avoidance or other appropriate measures shall be implemented.</p>	During site grading	Qualified Archaeologist	Written Report to La Mirada Community Development Agency	

Impact Category	Mitigation Measure	Implementation Timing	Designated Monitor	Method of Verification	Compliance Verification
Cultural	MM Cultural 2: The city will retain a qualified paleontologist to monitor the project's excavation activities. By doing so, should construction/development activities uncover paleontological resources, work will be moved to other parts of the project site and a qualified paleontologist <u>will</u> determine the significance of these resources. If the find is determined to be significant, avoidance or other appropriate measures shall be implemented.	During site grading	Qualified Paleontologist	Written Report to La Mirada Community Development Agency	
Cultural	MM Cultural 3: In the event of the accidental discovery or recognition of any human remains during excavation/construction, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until the County Coroner has been contacted (CA Health & Safety Code Section 7050.5 and CA RPC Section 5097.98) and any required investigation or required Native American consultation has been completed.	During site grading	La Mirada Community Development Agency or designee	Written Report to La Mirada Community Development Agency	

Impact Category	Mitigation Measure	Implementation Timing	Designated Monitor	Method of Verification	Compliance Verification
Geology/Soils	<p>MM Geo 1: The project shall comply with all recommendations set forth in the Geotechnical Investigation Report prepared for the project. These are found in Sections 7.0 through 13.0 of said report and include:</p> <p>1) over-excavation and replacement with engineered fill of optimum moisture content and minimal organic materials to eliminate lateral spreading or collapse, 2) the elimination of cut/fill transition to eliminate differential settlement, 3) specific footing design for stability, 4) retaining wall design to mitigate lateral earth pressures from on-site fill materials, 5) sub-surface drainage, utility trench backfill requirements, 6) pool shell bearing value of 1,500 pounds per square foot plus any lateral pressures imposed by adjacent footings, 7) specific plumbing fixtures, 8) subgrade preparation for concrete flatwork to mitigate lateral spreading, 9) and temporary construction slopes.</p>	Prior to issuance of grading and building permits	Building and Safety Department	Plan check	
Geologic	<p>MM Geo 2: Prior to the issuance of grading permit, the applicant shall provide the City Engineer with the following for review and approval:</p> <p>a. Final grading plan in accordance with all applicable UBC and City requirements,</p> <p>b. Erosion control plan incorporating City requirements,</p>	Prior to issuance of grading and building permits	Building and Safety Department	Plan Check	

Impact Category	Mitigation Measure	Implementation Timing	Designated Monitor	Method of Verification	Compliance Verification
Hazards	c. Final Geologic and Geotechnical reports. These reports shall further evaluate soil conditions and discuss how project walls, foundations, drains, etc. will be supported. All structures shall be constructed in accordance with the g-factors indicated in the final geotechnical report. Calculations for foundations, footings, and structural members ability to withstand said g-factors shall be submitted.				
	MM Geo 3: The project shall conform with all applicable standards set forth for Seismic Zone 4 of the 1997 Uniform Building Code. These standards are designed to reduce damage to structures and increase inhabitant safety therein as a result of seismic activity.	Prior to issuance of grading and building permits	Building and Safety Department	Plan Check	
	MM Haz 1: The chemicals required for sanitation and ph balancing of the swimming pools (Sodium hypochlorite and Muriatic acid, respectively) are oxidizers. Oxidizers are covered under the Uniform Fire Code (UFC) which regulates the manner of storage and conveyance of said chemicals. The project will be required to comply with the provisions of the UFC in order to attain final approval. The design standards required by the applicable UFC codes will mitigate the risks associated with the storage of these chemicals.	Prior to issuance of grading and building permits	Building and Safety Department	Plan Check	

Impact Category	Mitigation Measure	Implementation Timing	Designated Monitor	Method of Verification	Compliance Verification
Transportation/ Traffic	<p>MM Trans 1: Prior to the issuance of a Certificate of Occupancy, the City shall modify the geometrics at the intersection of La Mirada Boulevard and Imperial Highway to the following:</p> <p>Northbound: Two left-turn lanes and one through lane. One shared through and right-turn lane. One bike lane</p> <p>Southbound: Two left-turn lanes and two through lanes. One right-turn lane and one bike lane.</p> <p>Eastbound: One left-turn lane and three through lanes. One right-turn lane.</p> <p>Westbound: One left-turn lane and two through lanes. One shared through and right-turn lane.</p>	Prior to issuance of Certificate of Occupancy	La Mirada Community Development Agency or designee	Plan check and field verification	
	<p>MM Trans 2: Prior to the issuance of a Certificate of Occupancy, the City shall modify the geometrics at the intersection of La Mirada Boulevard and Project Driveway (North) to the following:</p> <p>Northbound: One through lane. One shared right-turn and through lane. One bike lane.</p> <p>Southbound: One left-turn lane and two through lanes. One bike lane.</p> <p>Eastbound: N/A</p> <p>Westbound: One shared left-turn and right-turn lane.</p>	Prior to issuance of Certificate of Occupancy	La Mirada Community Development Agency or designee	Plan check and field verification	

Impact Category	Mitigation Measure	Implementation Timing	Designated Monitor	Method of Verification	Compliance Verification
	<p>MM Trans 3: Prior to the issuance of a Certificate of Occupancy, the City shall modify the geometrics and signal phasing at the intersection of La Mirada Boulevard and Civic Center Drive to the following:</p> <p>Northbound: One through lane. One shared right-turn and through lane. One bike lane.</p> <p>Southbound: One left-turn lane (protected and permitted) and two through lanes. One bike lane.</p> <p>Eastbound: N/A</p> <p>Westbound: One left-turn lane and one right-turn lane.</p>	Prior to issuance of Certificate of Occupancy	La Mirada Community Development Agency or designee	Plan check and field verification	
	<p>MM Trans 4: Prior to the issuance of a Certificate of Occupancy, the City shall install a traffic signal at the intersection of La Mirada Boulevard and Alicante Road and modify the intersection to the following geometrics and signal phasing:</p> <p>Northbound: One through lane. One shared right-turn and through lane. One bike lane.</p> <p>Southbound: One left-turn lane (protected and permitted) and two through lanes. One bike lane.</p> <p>Eastbound: N/A</p> <p>Westbound: One left-turn lane and one right-turn lane.</p>	Prior to issuance of Certificate of Occupancy	La Mirada Community Development Agency or designee	Plan check and field verification	

Impact Category	Mitigation Measure	Implementation Timing	Designated Monitor	Method of Verification	Compliance Verification
	<p>MM Trans 5: Prior to the issuance of a Certificate of Occupancy, the City shall modify the geometrics at the intersection of Project Driveway and Alicante Road to the following:</p> <p>Northbound: N/A</p> <p>Southbound: One left-turn lane and one right-turn lane.</p> <p>Eastbound: One shared left-turn and through lane.</p> <p>Westbound: One shared through and one right-turn lane.</p>	Prior to issuance of Certificate of Occupancy	La Mirada Community Development Agency or designee	Plan check and field verification	
	<p>MM Trans 6: Prior to the issuance of a Certificate of Occupancy, the City shall modify the geometrics at the intersection of La Mirada Boulevard and Rosecrans Avenue to the following:</p> <p>Northbound: One left-turn lane and one through lane. One shared through and right-turn lane. One bike lane.</p> <p>Southbound: One left-turn lane and two through lanes. One right-turn lane. One bike lane.</p> <p>Eastbound: One left-turn lane and two through lanes. One right-turn lane.</p> <p>Westbound: One left-turn lane, and two through lanes and one right-turn lane.</p>	Prior to issuance of Certificate of Occupancy	La Mirada Community Development Agency or designee	Plan check and field verification	
	<p>MM Trans 7: Sight distance at the project entrance roadway shall be reviewed with respect to the City of La Mirada sight distance standards at the time of preparation of preparation of grading, landscape, and</p>	Prior to issuance of Certificate of Occupancy	La Mirada Community Development Agency or designee	Plan check and field verification	

Impact Category	Mitigation Measure	Implementation Timing	Designated Monitor	Method of Verification	Compliance Verification
	street improvement plans.				
	MM Trans 8: Signing/stripping shall be implemented in conjunction with detailed construction plans for the project site.	Prior to issuance of Certificate of Occupancy	La Mirada Community Development Agency or designee	Plan check and field verification	

RESPONSE TO COMMENTS

Regarding Initial Study/Mitigated Negative Declaration

for

**City of La Mirada
Aquatic Center and Public Safety Facility Expansion Project**



Prepared for:

City of La Mirada
13700 La Mirada Blvd.
La Mirada, CA 90638

Contact: John J. Di Mario,
Assistant City Manager/Director of Community Development
(562) 943-0131

Prepared by:

Albert A. Webb Associates
3788 McCray Street
Riverside, CA 92506

Contact: Stephanie Standerfer
Director of Planning & Environmental Services
(951) 686-1070

May 2006

Introduction

In April 2006, an initial study was prepared to assess the potential for any significant environmental effects associated with the approval of the Aquatics Center and Public Safety Facility Expansion Project by La Mirada's City Council. This initial study was prepared pursuant to the California Environmental Quality Act (CEQA, California Public Resources Code Sections 21000, et seq.), State CEQA Guidelines (California Code of Regulations Sections 15000, et seq.). The City of La Mirada will serve as the lead agency under CEQA.

Pursuant to Section 15073 of the CEQA Guidelines, the initial study was circulated, in April 2006, to responsible agencies and interested parties for review and comment. Los Angeles County Department of Parks and Recreation considers itself a responsible agency as the city's project is located on County of Los Angeles land within a County park, which will ultimately be transferred to the City of La Mirada. The County Parks and Recreation Department has provided comments to the City on the contents of the Initial Study/Mitigated Negative Declaration during the public review period. Therefore, this document will provide the City and the County with additional information, which was brought forward by the County related mainly to the project description and coordination between the County and City to relocate existing park facilities as a result of the Aquatics Center.

During the public review period, one written comment was received from the Southern California Association of Governments (SCAG). SCAG responded that the project was deemed not to be regionally significant and, therefore, no further comments would be provided.

Although formal response to written comments are not required by CEQA for Mitigated Negative Declarations, responses to the oral comments have been formalized herein and are intended to be considered as part of the project evaluation by the City Council prior to carrying out the project and adoption the CEQA document for this project. A copy of the original comment letter from SCAG is in Appendix A of this document.

Response to Oral Comments from Los Angeles County Department of Parks and Recreation

The Los Angeles County Department of Parks and Recreation considers itself a responsible agency to the City's proposed project under CEQA Section 21069, as they have a discretionary action to transfer the land needed for the City to construct the proposed Aquatic Center and Public Safety Facility Expansion.

During the public review period, the County requested that the City add additional information to the project description as well as discuss the relocation of existing park facilities. The following is a revised version of the project description, merely clarifying the County's request. The incorporation of these revisions to the project description does not constitute the need to recirculate based on CEQA Guidelines Section 15073.5. However it is included so that the City Council, the County of Los Angeles, and the general public can have a better understanding of the project prior to action being taken on the project by the City and the County. The underlined text below indicates new information added at the request of the County of Los Angeles Department of Parks and Recreation and/or clarified by the City.

PROJECT LOCATION AND DESCRIPTION

The proposed aquatic center site is located on land within the existing La Mirada Regional Park that is adjacent to and east of the existing La Mirada Civic Center complex. (See *Figure 2 – Overall Project Site Plan.*) The La Mirada Community Regional Park is located on County of Los Angeles land, which will be transferred to the City of La Mirada as a result of the project. The property transferred from the County of Los Angeles to the City of La Mirada will be used for park and recreational purposes in perpetuity and comply with the Park Preservation Act.

The proposed aquatic center includes three pools: 1) a 164-by-82 foot swimming pool, 2) a 75-by-65 foot swimming pool, 3) a "lazy river"/zero entry beach pool measuring 570 linear feet, and a spa, and approximately 18,737 square feet of accessory structures (including locker rooms, snack bar, staff offices, and equipment housing). Although Figure 1 reflects a future 164' x 82' swimming pool, it was not studied as part of this project. Any future pools will require subsequent analysis and evaluation of possible impacts associated with its construction. Hours of operation of the new three pools and spa are expected to vary based on the time of year. However, during the summer months the hours are expected to be from 5:00 a.m. to 10:00 p.m. with an estimated daily

attendance varying from 300-600 people, depending on the season or events. Night lighting will be installed as a result of the project, in order to allow swim events to occur in the evenings and for nighttime security. The height of the new lighting structures is not expected to exceed 70 feet and will be directed towards the pool areas and away from adjacent uses. All necessary utilities such as electrical and irrigation systems will be logically extended as a result of the new facilities and will be kept separate between the existing County park areas that will remain.

The aquatic center will also provide for approximately 297 parking spaces plus an additional 111 spaces of parking for the expansion of the sheriff station. Please see *Figure 2- Overall Project Site Plan* for a detail of the proposed Aquatic Center.

The project also includes some relocation of existing park facilities. Three existing picnic areas and playground areas will be relocated as part of the project. The following is a list of the facilities to be relocated as a result of the project:

- 54 picnic tables removed and barbeque grills
- 3 playground areas
- Disc Golf course hole(s) and/or tee(s)

Of the 54 picnic tables and accompanying grills removed, approximately 14 picnic tables will be replaced in the Aquatics Center. The City will coordinate with the County for the placement of up to 40 of the remaining tables and barbeque grills throughout the balance of the park. The exact number of tables and grills ultimately replaced in the County park will be based upon suitable areas due to site topography and existing facilities. There will be a temporary loss in use of the picnic tables and grills during the construction of the Aquatics Center while the City and County determine appropriate and feasible relocation areas. The general public will be directed through on-site signage to existing picnic areas at seven nearby City parks, which contain approximately 52 picnic tables and barbeque grills. Figure 4 has been developed to indicate the possible relocation areas for the playgrounds.

The existing three playground areas will be relocated in the vicinity of the tennis courts. The county has determined preliminary site locations, which require further review. The

City has compensated the County for the estimated costs of relocating these facilities and the County is responsible for their relocation. As previously discussed in regards to the picnic facilities, there will be a temporary loss in the use of the playground facilities until the new sites are constructed by the County. However, of the seven nearby City park facilities, five (5) have playground facilities.

The City and County will coordinate for the relocation of disc golf course hole(s) and/or tee(s). Temporary facilities may be established so as to not disrupt use of the disc golf course. Relocation of the disc golf course hole(s) will be the responsibility of the disc golf course operator.

Additionally, 193 trees, which are located on portions of the Community Regional Park and within the project's boundaries that will be removed. These trees were measured and inventoried by a certified arborist and a report prepared, which is included in Appendix A. Of those 193, 60 are considered to be specimen trees by the City's arborist. Reasonable efforts will be made to protect in place, relocate or replace specimen trees at a 3 to 1 ratio. A certified arborist will make daily or as needed inspections to ensure compliance. The landscape plans call out for a total of 362 trees to be planted as part of the project, with 247 of the replacement trees 24" box size or larger. There is more than the required number of trees being replanted within the same footprint of the project. The City will provide swim programs consistent with the programs currently provided by the County at the existing pool facility and will implement rates and fees consistent with County policies for those programs intended to replace the programs currently offered by the County as those policies may be amended. The existing pools and County pool facility will be demolished and cemented to a passive park use. The demolition of the pool is a ministerial action and not subject to CEQA review.

The Sheriff's Station expansion will add 2,700 square feet to the existing Resource Center and be built upon an existing courtyard entry and driveway. (See *Figure 2 – Overall Project Site Plan.*)

Project construction is expected to begin in June 2006 and take approximately 12 months. Although a final detailed construction plan had not been established at the time of this

writing, minor demolition of an existing parking lot and site grading is expected to take 3 months, followed by construction of the pools and all appurtenant facilities taking 9 months. Typical construction equipment such as excavators, crawler tractors, cranes and scrapers will be utilized during the construction period. It is expected that the project site requires no import or export of soil. All soil excavated as part of grading activities related to the pools and other site work are expected to remain on site as fill material resulting in a balanced site.

The County of Los Angeles Department of Parks and Recreation also requested clarification as to the impacts of park patrons related to construction air quality emissions and noise. Regarding air quality, it should be understood that the project's construction and operating air emissions were found to be below the recommended South Coast Air Quality Management District's (SCAQMD) significance thresholds. The analysis used to make this determination utilized the SCAQMD's methodology for localized significance threshold analysis as well as their regional significance analysis. Park patrons are not expected to be spending extended periods of time near the construction site for a number of reasons: 1) the city will have the construction area fenced off for liability reasons, and 2) if any park patrons are near the site, their exposure would be limited as the area around the construction site would be not considered ideal for park patrons.

The same thought process was also used during the noise analysis contained within the Initial Study. The County of Los Angeles is concerned about the noise impacts to park patrons. The City determined that the greatest impact related to noise would be from traffic noise from the increase in park patrons using the aquatics center. The intermittent noise from park patrons was not considered to be significant to the residents based on the distance of residences from the aquatic center. The noise impact from people using the pools on park patrons or nearby residents is expected to be within the existing noise envelope of the existing park uses. The new pool facility was considered to be within the allowed uses of the existing park, and that additional noise within the park itself would be appropriate, as it would be located within the park boundaries.

Related to cultural resources, the following text-correction will be made to MM Cultural 2:

MM Cultural 2: The city will retain a qualified paleontologist to monitor the project's excavation activities. By doing so, should construction/development activities uncover paleontological resources, work will be moved to other parts of the project site and the on-site qualified paleontologist will determine the significance of these resources. If the find is determined to be significant, avoidance or other appropriate measures shall be implemented.

APPENDIX A
ORIGINAL COMMENT LETTERS
AND
ARBORIST REPORT



200-10-100

R. Dan Jensen and Associates, Inc.
7288 Murdy Circle Huntington Beach, Ca. 92647
Phone 714-841-2905 Fax 714-200-0183

May 2, 2006

Tree Inventory New Aquatic Center

Steve Forester, Director Public Works
City of La Mirada
15515 Phoebe Avenue
La Mirada, California 90638

Dear Mr. Forester:

As requested R. Dan Jensen & Associates has performed a tree inventory at the new aquatic center site located at L.A. County Regional Park. Please find the inventory attached.

The inventory was performed from the ground and includes items from that perspective. A more extensive examination of the tree canopy would certainly find more structural problems. Disease problems were observed in many of the trees. General Health of the forest was good but many trees suffered from host specific pests such as anthracnose on Sycamores and Beetles or Dutch elm disease on Zelkovas. Many species suffer from poor cultural surrounding. Alder, Mulberry and Coral Trees would all perform much better if planted in a site better suited to their needs.

As such many trees are not specimen trees due to their being planted out of place. Or they were not given the cultural need requirements of the specific tree.

You requested an updated site plan, tree number, name of tree, condition of tree, problems identified and if the tree is a specimen tree. We have included this information in the spreadsheet inventory.

Thank you for the opportunity to provide services to the city.
Sincerely,

R. Dan Jensen

Tree Number	Name of Tree	DBH Inches	Condition of Tree	Problems Identified	Specimen Tree
1	Pinus carariensis	12	poor	broken	no
2	Pinus carariensis	12	good	none	yes
3	Pinus carariensis	16	good	none	yes
4	Pinus carariensis	8	good	none	yes
5	Pinus carariensis	12	good	none	yes
6	Pinus carariensis	16	good	none	yes
7	Pinus carariensis	12	good	none	yes
8	Pinus carariensis	8	poor	co-dom leaders	no
9	Platanus acerifolia	24	good	anthracnose	yes
10	Platanus acerifolia	18	ok	anthracnose	no
11	Platanus acerifolia	18	ok	anthracnose	no
12	Platanus acerifolia	24	good	anthracnose	yes
13	Alnus rhombifolia	12	poor	cultural	no
14	Platanus acerifolia	24	ok	anthracnose	no
15	Platanus acerifolia	14	ok	anthracnose	no
16	Melaleuca quinquenervia	10	poor	broken, cultural	no
17	Platanus acerifolia	20	ok	anthracnose	no
18	Fraxinus uhdei	12	poor	dead	no
19	Gleditsia triacanthos	16	good	none	yes
20	Gleditsia triacanthos	12	poor	broken	no
21	Gleditsia triacanthos	8	good	none	yes
22	Gleditsia triacanthos	8	good	none	yes
23	Gleditsia triacanthos	8	good	none	yes
24	Gleditsia triacanthos	16	good	none	yes
25	Gleditsia triacanthos	8	good	none	yes
26	Gleditsia triacanthos	8	good	none	yes
27	Gleditsia triacanthos	8	good	none	yes
28	Gleditsia triacanthos	8	good	none	yes
29	Gleditsia triacanthos	8	good	none	yes
30	Gleditsia triacanthos	8	good	none	yes
31	Gleditsia triacanthos	8	good	none	yes
32	Pinus carariensis	6	good	none	yes
33	Pinus carariensis	6	good	none	yes
34	Schinus molle	30	poor	rotten, broken	no
35	Aracuaria heterophylla	16	good	none	yes
36	Aracuaria heterophylla	12	good	none	yes
37	Aracuaria heterophylla	18	good	none	yes
38	Aracuaria heterophylla	18	good	none	yes
39	Platanus acerifolia	24	good	none	yes
40	Platanus acerifolia	24	ok	anthracnose	no
41	Morus alba	18	poor	rotten	no
42	Pyrus callerana	13	ok	none	no
43	Pyrus callerana	12	ok	none	no
44	Pyrus callerana	6	ok	none	no
45	Pyrus callerana	9	ok	none	no
46	Pyrus callerana	9	ok	none	no
47	Pyrus callerana	9	ok	none	no
48	Pyrus callerana	12	ok	none	no

Tree Number	Name of Tree	DBH	Condition of Tree	Problems Identified	Specimen Tree
49	Alnus rhombifolia	12	poor	cultural	no
50	Schinus terebinteifolius	30	good	none	yes
51	Jacaranda mimosifolia	14	good	none	yes
52	Jacaranda mimosifolia	14	good	none	yes
53	Jacaranda mimosifolia	14	good	none	yes
54	Platanus acerifolia	24	good	anthracnose	yes
55	Platanus acerifolia	24	ok	structural	no
56	Platanus acerifolia	16	good	anthracnose	yes
57	Platanus acerifolia	18	ok	anthracnose	no
58	Platanus acerifolia	16	ok	anthracnose	no
59	Platanus acerifolia	14	ok	anthracnose	no
60	Platanus acerifolia	16	ok	anthracnose	no
61	Morus alba	14	ok	none	no
62	Morus alba	14	ok	none	no
63	Morus alba	24	ok	none	no
64	Morus alba	12	ok	none	no
65	Zelkova serrata	12	poor	diseased	no
66	Zelkova serrata	12	poor	diseased	no
67	Zelkova serrata	12	poor	diseased	no
68	Zelkova serrata	12	poor	diseased	no
69	Zelkova serrata	12	poor	diseased	no
70	Zelkova serrata	12	poor	diseased	no
71	Zelkova serrata	12	poor	diseased	no
72	Platanus acerifolia	3	poor	anthracnose	no
73	Platanus acerifolia	3	poor	anthracnose	no
74	Platanus acerifolia	6	poor	anthracnose	no
75	Platanus acerifolia	4	poor	anthracnose	no
76	Platanus acerifolia	4	poor	anthracnose	no
77	Pinus canariensis	8	good	none	yes
78	Pinus canariensis	4	good	none	yes
79	Pinus canariensis	6	good	none	yes
80	Platanus acerifolia	3	ok	anthracnose	no
81	Platanus acerifolia	4	ok	anthracnose	no
82	Platanus acerifolia	3	ok	anthracnose	no
83	Platanus acerifolia	8	ok	anthracnose	no
84	Platanus acerifolia	4	ok	anthracnose	no
85	Pinus canariensis	8	good	none	yes
86	Platanus acerifolia	3	ok	anthracnose	no
87	Platanus acerifolia	3	ok	anthracnose	no
88	Pinus canariensis	6	ok	none	no
89	Platanus acerifolia	4	ok	anthracnose	no
90	Platanus acerifolia	6	ok	anthracnose	no
91	Platanus acerifolia	6	ok	anthracnose	no
92	Platanus acerifolia	6	ok	anthracnose	no
93	Lagerstroemia indica	3	poor	cultural, roots	no
94	Pinus canariensis	14	good	none	yes
95	Pinus canariensis	14	good	none	yes
96	Pinus canariensis	24	poor	co dominate leader	no
97	Platanus acerifolia	12	ok	anthracnose	no

Tree Number	Name of Tree	DBH	Condition of Tree	Problems Identified	Specimen Tree
98	Zelkova serrata	12	poor	diseased	no
99	Zelkova serrata	12	poor	diseased	no
100	Platanus acerifolia	13	ok	anthracnose	no
101	Platanus acerifolia	16	ok	anthracnose	no
102	Platanus acerifolia	14	good	anthracnose	yes
103	Platanus acerifolia	18	ok	anthracnose	no
104	Zelkova serrata	12	poor	diseased	no
105	Platanus acerifolia	18	good	anthracnose	yes
106	Zelkova serrata	9	poor	diseased	no
107	Platanus acerifolia	5	ok	anthracnose	no
108	Platanus acerifolia	20	ok	anthracnose	no
109	Platanus acerifolia	4	ok	anthracnose	no
110	Platanus acerifolia	3	ok	anthracnose	no
111	Pinus carariensis	22	poor	broken	no
112	Pinus carariensis	22	good	none	yes
113	Pinus carariensis	27	good	none	yes
114	Pinus carariensis	27	good	none	yes
115	Schinus terebintefolius	18	ok	x branches	no
116	Schinus terebintefolius	26	ok	x branches	no
117	Schinus terebintefolius	25	good	none	yes
118	Schinus terebintefolius	21	good	none	yes
119	Dead tree	0			no
120	Platanus acerifolia	23	poor	x branches, anthracnose	no
121	Alnus rhombifolia	15	poor	cultural	no
122	Alnus rhombifolia	15	poor	cultural	no
123	Alnus rhombifolia	12	poor	cultural	no
124	Pinus carariensis	18	good	none	yes
125	Pinus carariensis	20	good	none	yes
126	Pinus carariensis	40	poor	co dominate leader	no
127	Alnus rhombifolia	12	poor	cultural	no
128	Pinus carariensis	14	good	none	yes
129	Pinus carariensis	24	good	none	yes
130	Species unknown	10		leaning	no
131	Species unknown	10		leaning	no
132	Species unknown	10		leaning	no
133	Pinus carariensis	24	good	none	yes
134	Quercus agrifolia	22	good	none	yes
135	Quercus agrifolia	20	good	none	yes
136	Alnus rhombifolia	16	poor	cultural	no
137	Alnus rhombifolia	16	poor	cultural	no
138	Platanus acerifolia	18	ok	anthracnose	no
139	Platanus acerifolia	18	ok	anthracnose	no
140	Platanus acerifolia	14	ok	anthracnose	no
141	Platanus acerifolia	18	ok	anthracnose	no
142	Platanus acerifolia	16	ok	anthracnose	no
143	Platanus acerifolia	16	ok	anthracnose, co dom leader	no
144	Platanus acerifolia	12	ok	anthracnose	no
145	Platanus acerifolia	2	ok	anthracnose	no

Tree Number	Name of Tree	DBH	Condition of Tree	Problems Identified	Specimen Tree
146	Platanus acerifolia	10	ok	anthracnose	no
147	Platanus acerifolia	18	ok	anthracnose	no
148	Platanus acerifolia	12	ok	anthracnose	no
149	Platanus acerifolia	6	ok	anthracnose, co dom leader	no
150	Platanus acerifolia	12	ok	anthracnose	no
151	Platanus acerifolia	8	ok	anthracnose	no
152	Platanus acerifolia	12	ok	anthracnose	no
153	Morus alba	12	ok	none	no
154	Platanus acerifolia	11	ok	anthracnose	no
155	Platanus acerifolia	18	good	anthracnose	yes
156	Platanus acerifolia	4	ok	anthracnose	no
157	Platanus acerifolia	4	ok	anthracnose	no
158	Platanus acerifolia	8	ok	anthracnose	no
159	Platanus acerifolia	4	ok	anthracnose	no
160	Platanus acerifolia	6	ok	anthracnose	no
161	Erythrina caffra	24	ok	none	no
162	Erythrina caffra	24	ok	none	no
163	Morus alba	12	ok	none	no
164	Platanus acerifolia	14	poor	anthracnose	no
165	Grevillea robusta	24	poor	topped	no
166	Grevillea robusta	24	poor	topped	no
167	Schinus terebintefolius	13	good	none	yes
168	Morus alba	10	poor	leaning	no
169	Morus alba	12	ok	none	no
170	Morus alba	15	ok	none	no
171	Morus alba	10	ok	none	no
172	Platanus acerifolia	18	poor	anthracnose, leaning	no
173	Platanus acerifolia	6	ok	anthracnose	no
174	Platanus acerifolia	6	ok	anthracnose	no
175	Platanus acerifolia	6	ok	anthracnose	no
176	Platanus acerifolia	6	ok	anthracnose	no
177	Pinus halepensis	30	good	none	yes
178	Podocarpus gracilior	5	good	none	no
179	Podocarpus gracilior	5	good	none	no
180	Platanus acerifolia	16	poor	cambium damage	no
181	Schinus terebintefolius	22	good	surface roots	yes
182	Platanus acerifolia	4	ok	anthracnose	no
183	Platanus acerifolia	3	ok	anthracnose	no
184	Platanus acerifolia	6	ok	anthracnose	no
185	Platanus acerifolia	3	ok	anthracnose	no
186	Platanus acerifolia	4	ok	anthracnose	no
187	Platanus acerifolia	3	ok	anthracnose	no
188	Platanus acerifolia	3	ok	anthracnose	no
189	Pinus canariensis	4	ok	none	yes
190	Pinus canariensis	6	ok	none	yes
191	Pinus canariensis	6	ok	none	yes
192	Pinus canariensis	6	ok	stringtrimmer damage	no
193	Podocarpus gracilior	6	good	none	no

Kurzon, Chris

From: Caves, Amy [Acaves@counsel.co.la.ca.us]
Sent: Thursday, June 01, 2006 3:45 PM
To: Kurzon, Chris
Cc: Salinger, Lillian
Subject: RE: La Mirada Park

Chris, the agreement looks good, and I have the following comments, which are provided on behalf of Lillian and me:

- (1) There is a typo in para. 2(g), should say "to real property or improvements..." Also, where it says "water run off from THE Qualified Slope," I think we should change that to "ANY Qualified Slope."
- (2) In 2(h) (Grants), we should keep for now the sentence that you have deleted, and only take it out if we need to to appease the City.
- (3) 2(i)(iii) - should be terminus, not terminous
- (4) 2(i)(viii) - the inserted language has a typo where there should be an apostrophe in "Grantee's"
- (5) para 12, please insert the following revised version of what you added - However, nothing in this Agreement shall be construed to negate any representation made by Grantor in the Recreational Property Acquisition Agreement dated June 11, 1996 between the parties hereto, as of the date such representations were given (i.e., June 11, 1996), to the extent that the Recreational Property Acquisition Agreement remains in effect.
- (6) para 18, please replace with the following revised language:
Notwithstanding the above, in the event the portion of the Agreement declared to be invalid, illegal or unenforceable substantially affects the benefit of the bargain derived by either party as a result of entering into this Agreement, then the parties shall cooperate to rewrite such portion of the Agreement so as to comply with existing law and to preserve the original intent of the portion(s) of the Agreement deemed unenforceable; provided that any such rewritten provision must be agreed upon by both parties.
- (7) On para 30, I would change the sentence you added slightly to say:
Grantee shall not be obligated to indemnify Grantor for any liability or expense to the extent such liability or expense arises from the active negligence of County.

-----Original Message-----

From: Kurzon, Chris [mailto:ckurzon@cao.co.la.ca.us]
Sent: Thursday, June 01, 2006 1:44 PM
To: Caves, Amy
Cc: Salinger, Lillian
Subject: La Mirada Park

The document attached reflects the changes we spoke of today.

Note that I could not figure out how to track these changes independent of prior changes, therefore, the changes that existed in the prior version can not be differentiated from the changes in this document.

Please let me know what your comments are.

6/1/2006

Amy,

As discussed, please provide me with a redraft Para 18.

Title 2 ADMINISTRATION

Chapter 2.08 DEPARTMENT OF CHIEF ADMINISTRATIVE OFFICER

2.08.164 Sale of surplus property -- Auction sales; appraised fair market value not exceeding \$500,000.

A. Pursuant to the authority granted by California Government Code sections 25538.1 and 25539, the chief administrative officer is authorized to act on behalf of the board of supervisors in conformity with all applicable laws, concerning the auction sale of an interest in county-owned real property where the appraised fair market value of the interest to be sold does not exceed \$500,000.00, regardless of the final selling price. The chief administrative officer is authorized to perform any and all acts, including but not limited to, the marketing of the property and the execution of deeds, purchase and sales contracts, escrow instructions, and any other documents customarily associated with the sale of real property, provided that the following procedures are followed:

1. The chief administrative officer shall find that the property to be sold is no longer necessary for county or other public purposes and that the appraised fair market value, based on a written appraisal by a licensed real estate appraiser, or certified by a qualified county employee and verified by the chief administrative officer to be his best estimate of fair market value as determined by comparable sales in the area, does not exceed \$500,000.00. The chief administrative officer shall determine the minimum bid, the amount of the nonrefundable deposit, whether payment of the purchase price less the nonrefundable deposit shall be all cash or in deferred payments evidenced by a promissory note secured by a purchase money deed of trust, the schedule for cash payment(s), the term, payments, and interest rate payable under the promissory note, if any, and the other terms and conditions of the sale. The chief administrative officer shall further determine whether to offer a broker's commission in the manner set forth in subsection A.6, below.

2. The chief administrative officer shall execute a notice and resolution declaring its intention to sell the property (the "notice and resolution of intention to sell") which shall include the minimum bid price, any nonrefundable deposit amount, the payment terms as described in subsection A.1, above, the address and description of the property in sufficient detail for the reader to reasonably identify the location of the property, the time frame to complete the purchase, whether a broker's commission may be payable to a licensed real estate broker representing a buyer ("buyer's broker") and the amount and rate thereof, any other terms and conditions pertaining to the sale, and the time, not less than three weeks thereafter, and place at which sealed bids to purchase will be received and considered and a call for oral bids made. The auction may be conducted at any location deemed appropriate by the chief administrative officer.

3. The chief administrative officer may elect to utilize an outside vendor, who is a licensed real estate broker, to represent the county (the "representing broker"), who may market the property on behalf of the county and/or perform the auction as the chief administrative officer's duly authorized representative consistent with the provisions of this Section 2.08.164. The selection and hiring of a representing broker shall be in accordance with all legal requirements and all applicable county contracting procedures. Any contract retaining such a representing broker shall specify the fees payable for each act of the representing broker under this Section 2.08.164 and shall require all acts performed by such representing broker to be in compliance with Government Code section 25539 and this Section 2.08.164.

4. The chief administrative officer, or his duly authorized representative (either of which, the "auctioneer"), shall cause the notice and resolution of intention to sell the property to be posted in three public places in the county, not less than 15 days before the date of the auction, and shall publish in the county the notice and resolution of intention to sell in accordance with Government Code section 6063. In addition, the auctioneer may, if duly authorized, list the property on a multiple listing service, post for sale signs, purchase advertising space in such newspapers, magazines, and other periodicals, or on the internet, and use such other means of advertising as, in his or her judgment, will publicize the sale to those persons likely to bid for and purchase the

property.

5. The auctioneer, at the time and place specified in the notice and resolution of intention to sell, shall open, examine, and declare all sealed bids which have been received. The highest sealed qualified bid shall be accepted unless a higher oral qualified bid is accepted or the chief administrative officer rejects all bids. A qualified bid is one which conforms to all of the terms and conditions specified in the notice and resolution of intention to sell and which is made by a responsible bidder. A responsible bidder is one who has presented evidence satisfactory to the auctioneer that he or she has the ability to timely pay the nonrefundable deposit required in the notice and resolution of intention to sell. In determining which is the highest sealed qualified bid, the auctioneer shall not subtract therefrom the commission, if any, which the bid provides shall be paid to a buyer's broker. Before accepting any bid, the auctioneer shall call for oral bids. If, upon the call for oral bidding an oral qualified bid is made, for a price exceeding by at least five percent, the highest sealed qualified bid, such highest oral qualified bid shall be finally accepted or the chief administrative officer may reject all bids. In determining which is the highest oral qualified bid, the auctioneer shall not subtract therefrom the commission, if any, which the oral bid provides shall be paid to a buyer's broker.

6. In the event the chief administrative officer elects to pay a brokerage commission to a buyer's broker, then the potential for payment of such commission shall be provided for in the notice and resolution of intention to sell and shall be paid upon conclusion of the sale in accordance with Government Code sections 25527, 25531, and 25532.

7. Subject to final approval by the board of supervisors, as provided herein, the chief administrative officer shall accept the highest qualified bid at the time sealed bids are examined and any oral bids are made, or within 10 days thereafter or shall reject any and all written or oral bids and withdraw the property from sale if the chief administrative officer deems such action to be for the best public interest.

8. The chief administrative officer's acceptance of a bid shall be subject to approval of the board of supervisors by resolution authorizing and directing the execution of the deed.

B. For auction sales of property for which the appraised fair market value is not in excess of \$500,000.00 and for which the estimated sales price does not exceed \$100,000.00, the chief administrative officer may, in addition to exercising the powers set forth above, and pursuant to the authority granted by California Government Code section 25526.7:

1. Accept the next highest qualified bid in the event the accepted high bidder defaults on the purchase of the property within 90 days following the date the board approves the sale, provided the option to accept the next highest qualified bid is set forth in the notice of resolution and intention to sell and further provided that the sale is approved by the board of supervisors in the manner set forth in subsection A.8, above, within 90 days following the original high bidder's default; or

2. Negotiate a direct sale to any person of any real property which had, in the prior twelve-month period, been subject to auction under the procedures contained in subsections A.1 through A.7, above, and for which no qualified bid was made which was equal to or greater than the minimum bid price set forth in the notice and resolution of intention to sell such property. Any such sale shall be for not less than the minimum bid price set forth in the notice and resolution of intention to sell and shall be subject to final approval by the board of supervisors in the manner set forth in subsection A.8, above. (Ord. 2005-0043 § 2, 2005: Ord. 95-0052 § 22, 1995.)

NOTED
C/O

2005-0043-2 IN 239

RECEIVED